No. 16-3076

No. 16-3570

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

NOVELIS CORPORATION, Petitioner – Cross-Respondent,

JOHN TESORIERO, MICHAEL MALONE, RICHARD FARRANDS, AND ANDREW DUSCHEN, Intervenors,

v.

NATIONAL LABOR RELATIONS BOARD, Respondent – Cross-Petitioner,

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL & SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC, Intervenor.

ON PETITION FOR REVIEW AND CROSS-APPLICATION FOR ENFORCEMENT OF A DECISION OF THE NATIONAL LABOR RELATIONS BOARD

DEFERRED APPENDIX VOLUME IV (A-0754 – A-1006)

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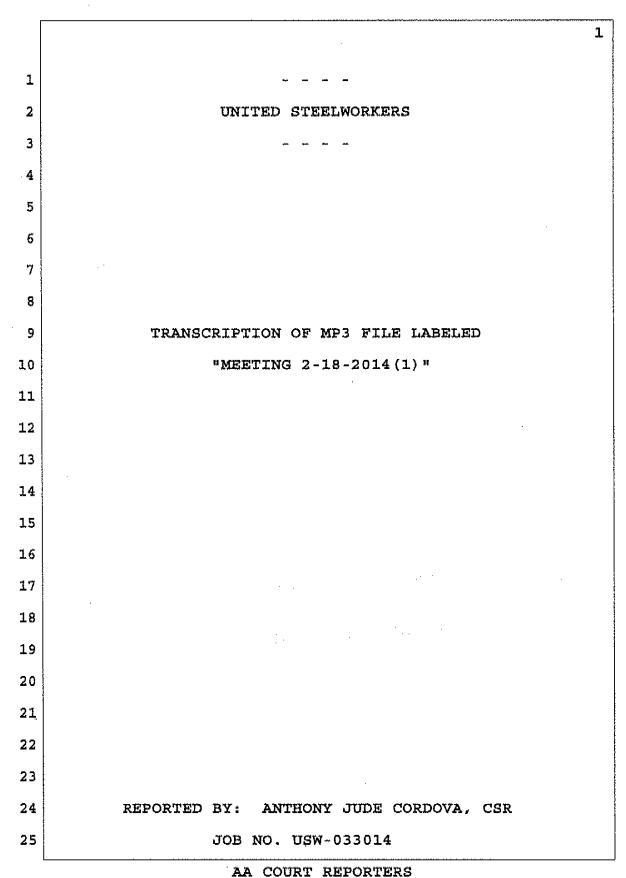
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CHRIS SMITH: That better? Okay. Thank you. Thanks everybody. Good morning. I appreciate your time. Again, probably take about thirty, forty minutes based on the (incomprehensible) presentations and comments.

This is an information session. It's not going to be Q and A. As you can imagine, the number of people in here, be here all day and we've got a business to run. So we'd like to keep it thirty to forty minutes.

We have Phil and Marco is also -- are also going to say a couple of words by way of setting the scene, if you will, and trying to close the loop on a lot of the information that we've relayed over the last couple of months just to make sure that everybody has the information that they need to make an informed decision during the voting at the end of the week.

So if you do have any questions at the end of the day, please, pass those through as we have been the last couple of (incomprehensible) management and we'll try and get back to you (incomprehensible) so if you do have anything, please follow up as soon as you possibly can

and we can -- we can close that loop to the satisfaction. That said (incomprehensible).

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PHIL MARTINS: Well, good morning, everyone. It's nice to see all of you. to first tell you why I decided to come down here, because to a certain degree, as we talked about this last week, I made a decision to come down and actually talk to you about my personal commitment and the decisions that I've made to get this company and this plant in the position it's in, and there's a lot of things that have gone on over the past few years that you aren't privy to that has absolutely secured employment levels here at Oswego at a level that no other plant (incomprehensible) has and a level of commitment that myself and the top management team that really no other plant (incomprehensible).

Let me take you back a few years. In 2010, we made a very strategic decision for this plant, and it wasn't one that was naturally decided on. It took a number of different iterations, but I made the decision to convert this plant into the automotive center for North America, and I did that

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because the can market was declining. that because of a lot of other factor, but the primary factor that we focused on was the capability of the (incomprehensible) and we felt that it was second to none and it trumped all of the other issues that we had to look at, and there were many alternatives that we could have done, but that led to at that time over a -- over a \$200 million investment here, but when we made that decision, I made the personal commitment to all of you to maintain the employment levels here in (incomprehensible) and we did that as we looked at the community, we thought the resources here were great, we thought the people were tremendously committed to the company, and we felt we had a unique competitive advantage.

I want to tell you how deep that commitment has been for me personally. About a year later, we lost a hundred AT of business that was resourced from Novelis to another company and the Ball Corporation took that from us. That material is produced here. When that material is resourced, we were faced -- I was faced with a decision to either lay off two to

300 people here in this plant, the (incomprehensible) couldn't support all of you or to make another decision and support all of you and I made that decision.

I made the decision to close

(incomprehensible) and relocate all of that

product material here to support you, this

plant and the commitment we had made to you,

the products, and the automotive sector that

we're going into.

The result of that was 140 jobs were lost in (incomprehensible) we closed the plant, people had no decision on that, and I did that because we had made and I had made a commitment to all of you that we were going to grow this plant and we were going to keep the employment levels steady, and, in fact, as Chris will say a little bit later, we added 200 new jobs (incomprehensible).

Through that process, I saw a tremendous collaboration between the management and all of you as we relocated that material here and that went extremely well, and I also saw an organization that really worked together through some difficult times as we launched our

new ERP system here, and we could not have done that without the help and the assistance and the knowledge that all of you had.

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Based on all of that, we decided to expand again. We've added another cash line here that we contracted (incomprehensible) with Ford. We now have a commitment in this plant and in this community that secures your future today, tomorrow, and your family's future.

It's a more profitable product mix that we're making, and, fundamentally, we've invested over \$400 million, and if you read my letter last night that was sent out, it's over \$450 million here to do all of that.

So when we talk about this decision that you're going to make, I just want you to know that over the last couple of years, although you may not have realized it, the level of decision-making in my office to support this plant has been second to none, and the decisions I have made that benefit of you to continue that have lost -- some of the people have lost jobs because of that. So this is personal for me. I have made a tremendous effort to support you and we will continue to

do that to go forward.

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I'd like to bring Marco up to talk a little bit about more specifically what we're doing on an attribute basis to make that work for you as we move forward.

MARCO PALAMERI: Thank you, Phil. Good morning, everyone. I really want to -- to start saying that we are here today for two reasons mainly. Number one, we care about you. I think Phil said that already. Number two, we heard your (incomprehensible) management. We have been working very closely at least at this stage, the last few months (incomprehensible) trying to make changes to really get to your -- to the points that (incomprehensible).

I'll start with your wage compensation.

That was one (incomprehensible) that we got, and if you look at (incomprehensible) that we have your package there, on top of that package, you have five percent increase in salary for this year plus a bonus of a \$2,500.

This is very rich. This is richer than any other plant in (incomprehensible) is a very competitive plant. No other (incomprehensible) that's the (incomprehensible) after talking to

Chris, after getting (incomprehensible) and that's very important.

There's another second concern you expressed which was regarding (incomprehensible) schedule for the shifts, the twelve-hour shift (incomprehensible) and we decide that there is no need for change there for the time being, no change in that.

The message here is you have to work together in the future, make sure that you continue to attempt the demand of our customers, and the automotive customers are very demanding, and then we as a team have to work together to make sure that we will satisfy those demands on those very demanding customers.

Third point I want to emphasize, people that are concerned about patient. Our patient fund is funded above what is required by the Federal Government. I'll repeat it. Our patient fund is funded above what is required by the Federal Government. No worries there. No worries there. No worries there is no reason for us to change that, and I can assure you that's there and will be there.

For those of you that are on a different system retirement package, it's -- our retirement package is very competitive. When you consider the match we gave dollar by dollar up to 4.5 percent contribution plus the five percent additional contribution that Novelis makes (incomprehensible) fund, this makes our retirement package one of the most competitive that I have seen in my whole career. Just think about it. Absolutely competitive.

Final point I want to make and emphasize, we just finalized the survey (incomprehensible) choice. Most of you participate. The participation of those people was outstanding. It was above eighty percent of the people that participated in the survey, and you don't ask (incomprehensible) unclear that you expect that communication between the leaders and (incomprehensible). You got it. You got it. Chris and his team is working hard to prove that and they are trying to work hard to make it better day by day, and that's a commitment we have that we (incomprehensible).

This four point, I'm very critical

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(incomprehensible) because I know that they were on the table, that we were discussing them for the last few months, but we took them away because we heard what (incomprehensible). now on (incomprehensible) have to be focused on delivering the results of the automotive industry which are very, very (incomprehensible) and we have to be working very close to make sure that we have flawless execution in that -- in that -- in that startup in that (incomprehensible), and I can tell you one thing. You continue to be (incomprehensible) all the process, and if I had the chance to participate in that vote, number one, I would make sure that I vote. would go there and vote because that -- you have to, you have to speak for yourself, and, number two, I would not -- I would not (incomprehensible) a union to speak on my We don't need that (incomprehensible). behalf.

We had fifty years history that show us that we don't need (incomprehensible) please don't do it. Thank you very much. Now I (incomprehensible).

PHIL MARTINS: Thanks, Marco.

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I want to cover two last points here that
I think are very important because I want to
take you a little bit into the realities of how
this will go and talk to you a little bit about
United Steelworkers.

The first thing that I want to tell you is what you have here at Oswego and the relationship that we've had for many, many years is truly (incomprehensible). The compensation is at levels that no other plant in North America has. The level of investment that I talked about is at no other plant through the world that Novelis has, have we invested this much, and the future is more secure today than it's ever been for all of you and all of your families, and all of that has been done by the management team, the organization around you (incomprehensible) and to look forward to collaborating with you.

That was a business decision, that was purely what this was about. If this was purely just about something where we were trying to save money, we'd unionize. It's cheaper. It's more constructive in terms of what we have to do. There's a lot of things that go away and

there's a lot of things that come into play.

You get forced overtime. You get lower money,
lower annual compensation.

Just look at the start point that we would do. We'd pull out the Paramount and the Terre Haute packages. You're getting less than two percent (incomprehensible). They don't have the same benefits structure as you do. They don't have the same flexibility in the work schedules that you do, but that's when we would start.

It's a lower overall cost for the company, and if I was looking at this purely from the aspect of how can I save money and how can I run this business more lean, I'd say yeah, do that.

But I'll be honest with you. That's absolutely the wrong decision. It's the wrong decision for the business, it's the wrong decision for you, and it's the wrong decision for your families. You want the flexibility. We want the flexibility. You want the higher wages. We want to pay you the higher wages. We want to invest here because of what you've done over many, many, many years, and we think

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we have a tremendous competitive advantage with all of you in the operating structure we are today.

We work with unions all over the world.

I've worked with them for over thirty years. I can tell you what you have today in Oswego is completely unique and you should preserve it, and I want to talk to you a little bit about who you're dealing with because there's been a lot of noise back and forth and there always is in the (incomprehensible) but the one thing that struck me is I guess some feedback was given to me that at the USW meeting you had two or three days ago (incomprehensible) they said that they filed no grievances against Novelis.

If you go on the website, you can look
this up, that the NLRB, those are grievances
that they have filed, the allegations that they
have raised. Why would one company say that
and do something else? You go look for
yourself. For me, that's what you're dealing
with. The truth of this at the end of the day
is you have something here that we've invested
in that I've personally committed to make
happen for all of you that will pave the way

for you and your families and this community in a way that has never been done before and that's what we want.

If I were you, I would vote no hands down. I wouldn't even think about it, and to Marco's point, you have to go vote. I don't want this to become a business decision. I don't want to go down that path (incomprehensible). What I want you to do is preserve (incomprehensible). From a personal point of view, it's extremely important for me that you know how big decisions I've made to support all of you, and when the wage issue came up, I said just give it to them, we need these people.

So vote no. It's the right decision for you. It's the right decision for your families. Most importantly, it's the right decision for the future. Let me turn it back over to Chris.

CHRIS SMITH: Okay. See if we can -- why are we here. Let's bring it back into grassroots if you will and build on some of the words that Marco, that Phil have already mentioned.

It is about you, your family and your

future. Everybody is dependent on your paycheck. Simple as that. So as you go through the process over the next two or three days and get to the point that you're happy with your decision, let's make sure that you really take into consideration everybody that is going to be affected.

It's about change, but it's about positive change that we should be a hell of a lot more excited about than what seemed to be the case over the last couple of months. Lots of things going on, lots of distractions.

Two years ago, if we had the announcements that we made with almost \$400 million being invested in this facility (incomprehensible).

Look around you, guys. Everybody's got something else on their mind. We are not stepping back to understand the opportunity we've go got in front of us, and by doing that, we're not going to make the most of our opportunity.

It's about growth, \$400 million, 200 new jobs. Now we've got to deliver. The contracts are in place. It's ours to lose. Just think about that. When else in your careers have you

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ever had this given to you on a plate by way of being able to secure your job and know what we can do in terms of contribution as far as the Novelis portfolio and contributing to the bottom line. Think about that opportunity.

It's about communication. Phil already mentioned, Marco commented also we've got to improve that. I'm not going to have an argument about it. I'm not here to give excuses to why it's not at the level we would like it to be. What I can promise you is it's going to get better.

When I had the opportunity to come back here twelve months ago having spent the previous three years working in the automotive business from a commercial point of view, it was great to be given the opportunity to come back and then deliver on some of the things that I had been working on specifically with the Ford account for two of those three years.

One of the concerns I did have, though, obviously, coming off the safest year in the fifty-year history of this plant is how are we going to beat that, how are we going to maintain that level of safety and focus when

there's going to be so many distractions and upset conditions around the facility itself.

With a huge construction effort and since then (incomprehensible) that we're all now aware of, you guys are going have to be able to swivel. You're going to have to be aware of the respect that you're going to have to give to the equipment and the circumstances you're going to be on a day-to-day basis twenty-four hours a day seven days a week. So it's always going to be a challenge.

The design and construction of the cash lines, most of you know better than me what it's like to try to work through those (incomprehensible) and the fact that we were able to safely construct that facility and do so much work without injury before the roof even went on is a credit to everybody who's involved.

Fulfilling the terms of the contract, I wouldn't say that I could recite all thirty plus pages, but trust me, in over fifty-two meetings that I took part in in Detroit with Ford, it's a pretty detailed, very compelling and a very demanding contract. We're looking

at supplying 147 KT a year for a six-year period to fulfill our contractual obligations as far as Ford is concerned on a product that we've got no track record as of yet producing out of this facility.

You imagine the magnitude of that commitment and how we need to be focused if we're going to be successful in delivering (incomprehensible). Failure is not an option. We joke about that as a phrase in many situations. Nothing could be more applicable to using it as far as this facility and this contract is concerned, and the time line, fortunately, we were able to break ground two months before the contract was actually signed. We already knew at that point that we (incomprehensible) with a plan that Ford had as far as launching that vehicle, we had to make that move if we were going to give ourselves a fighting chance to (incomprehensible).

We were able to do that, but you look at what we have ahead of us. Not only do we have to construct what was and is a state-of-the-art facility as far as the cash lines are concerned. You had to approve that technology.

You had to qualify the material not only here internally, but also with Ford. It's a pretty impressive list to do in a short period of time, but we're pretty close to getting there.

Just think of what we've done

(incomprehensible) concentrated on the business and not being distracted by anything else.

It's possible.

Some of the concerns that I didn't anticipate when I came back twelve months ago, competition. You all saw recently there was announcement (incomprehensible) were investing in \$150 million in a cash line of their own. For the automotive business, that's great. Their potential supply base has now increased. It shows that the aluminum industry is committed to satisfying their needs, but bring it a little bit closer to home.

That also represents competition for Novelis. That represents competition for Oswego. If the demand and the numbers that we see as far as that demand for aluminum going forward are real, and pretty confident they are, chances are they won't stop at one cash line. There will be more, which means that

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they're going to be bidding at the same table as Novelis going forward for any other programs outside the F150, and that's in our back yard, guys. This is not Europe. This is not Asia. This is a short flight. So just bear that in mind.

It's not a God-given right that all our investments are going to keep coming here if we don't deliver. Simple as that. I didn't anticipate the possibility of dealing through a third-party. There's no way we can be successful being represented by someone who has limited to no knowledge of our business, has no understanding of the commitments that we have from a contractual point of view with our There's no understanding of customers. strategically where Novelis is going as far as automotive is concerned worldwide. How is that going to be anything other than a distraction from what we do on a day-to-day basis?

As we're sitting here this morning, let's be honest. We have a distracted and divided workforce, something that twelve months ago I would never have dreamed of saying it was (incomprehensible) but let's be honest. That's

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where we are today and that is not a (incomprehensible) that's going to bring us success going forward. This is the focus that Ford and the money that Ford has spent as far as launching this vehicle. Just look at this picture.

SPEAKER: Ladies and Gentlemen, please welcome Ford Motor Company's group vice president, global product development, Raj Nare.

So there you have it, a new era in Built Ford Tough. We've taken the best truck in the world and made it better in every way. our toughest, smartest, most capable F150 we've ever done setting the standard for the future The new F150 utilizes new materials of trucks. that are improved durability and capability (incomprehensible) and boosts gas mileage. The rock solid frame and body are what sets this truck apart. The fully box frame uses more high strength steel than ever. In fact, it's stronger than the steel found in some of our competitors' heavy-duty truck frames. the body's made from a high-strength aluminum alloy that's lighter and more resistant to

dents and corrosion.

Overall, as much at 700 pounds of weight have been saved helping the F150 tow more, haul for, accelerate quicker, stop shorter, all with better gas mileage, and, of course, the F150 also exceeds or legendary Built Ford Tough truck standards.

The F150 has undergone more than

10 million miles of Built Ford Tough torture
testing. Most important to our customers, of
course, is capability, and the F150 delivers,
and it starts with power and the choice of four
engines including an all new 2.7 liter eco
boost V6 with auto start stop. This engine
delivers the same power as some mid range V8's
but with better fuel economy.

We've loaded the F150 with eleven class exclusive features such as lighting where our customers need it most for capability around the clock. Customers will also appreciate our (indecipherable) for 360-degree camera view which helps with narrow off-road trails and tight parking spots. In the bed, our patented box (indecipherable) system, handles everything from loading ramps to cargo dividers, and new

and improved apps help drivers quickly find and organize information from gas mileage to towing.

So, Ladies and Gentlemen, this is the new Ford F150, the toughest, smartest, most capable F150 ever, setting the standard for the future of trucks.

So we invite you to come down and take a closer look for yourself, and we'll all be down here to answer your questions. Thank you.

CHRIS SMITH: Pretty impressive.

Something we should be proud of having the opportunity to be involved with. No doubt about it. Couple of other facts. The best selling vehicle in North America for the past thirty-two years (incomprehensible). Look at what we have at risk, what they've committed to, the responsibility they've given to us to make sure that that thirty-two years is extended in terms of their sales projections.

We have a huge responsibility here. Last year they sold over 760,000 vehicles. Our contract says that we have a certain percentage as the lead aluminum supplier to that vehicle to supply to their sales projections. As that

number increase, so does the (incomprehensible) out of this facility.

Why would we want to do anything to detract from our ability to do that (incomprehensible). Just take a step back.

Look at the magnitude of this project. Look at the commitment that's already been made by two huge companies, Novelis and Ford. Look at the expectations that we have on our plate going forward that we've contractually obliged to deliver upon.

Failure is not an option. We are the lead supplier. We can't build half a truck (incomprehensible) do their bit (incomprehensible) we're late, we have quality issues, we haven't got a supply chain that's got to support this volume of material, we can't guarantee that we can have two-week supply of all 126 specifications (indecipherable) at any one time, that's going to be the result, guys.

The whole automotive industry is looking at the aluminum suppliers in North America to see if we're really up to the task. They had six steel suppliers providing their material

prior to this. Essentially, now they

(indecipherable) ourselves and Alcoa with a

small percentage form (incomprehensible). So
their supply base is shrink.

So, again, look at the risk that they've taken and the faith that they've shown in us by signing that contract for the whole six years of this program. Take a deep breath and understand what that could mean for us when we do it right and when we hit it out of the ball park and the other opportunities that are going to come after it once we prove we can do it and we can be successful on a sustainable basis (incomprehensible).

What's the impact it's going to have, you and your families, your security, and for this facility. This is only the beginning. Again, if we do everything right, and I know we can, the \$200 million announced in December for a third cash line, hell, three years ago, we didn't know what a cash line was. You walk out to the cash area now, I mean, you can't help but be impressed (incomprehensible) credit to everybody that's involved in it. It's pretty cool.

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\$400 million announced in investments over a three-year period. Where else in this part of the world have you had anything to rival that? In fact, you've probably heard the opposite (incomprehensible) closings (indecipherable) downsizing. But what's the common denominator to all of that? And you can look this up yourself (incomprehensible).

200 new jobs, a hundred of which are already in place. Again, what other facility within an hour's drive from here are offering that same opportunity. I couldn't find one. I looked before I actually put that together (incomprehensible) you guys.

But it's not a slam dunk. If this was easy, everybody would be doing it, but it's worth doing for so many of the reasons that Marco and Phil have already gone through, for what you already know yourself.

What are the other options? As Phil said, with that (incomprehensible) that we lost, if we didn't have automotive today, what do you think we'd be (incomprehensible) just ask yourself that question (incomprehensible) as far as the opportunity we have in automotive.

I don't know where the next opportunity would be of this magnitude twenty-five years from now. Can't even envisage what that would look like or what it would be.

I would argue this is the one opportunity you're going to have in your careers to have such an impact on the performance of Novelis. I don't know of another industry the size of the automotive one in North America that you are ever going to experience. Why would we want to do anything that would detract from that?

I'm not going to make excuses, I'm not looking for an argument, but we got off track the last year. We had a lot of change in a short period of time and we lost focus a little bit, I guess, on some of the things that for the previous forty-nine years (incomprehensible) but lessons have been learned. I think you've seen that by our ability to come back with the concessions we put on the table in January. Working with Atlanta, we understood that it's not necessarily one size fits all when you look at all the other plants around North America and

we were able to put those concessions on the table.

Relationships have been strained. Look around you, your peers, your crews, colleagues, friends, families even, unfortunately. A lot of nodding heads. That's not somewhere we want to be, guys, going forward. We can't afford to be there going forward. There's too much at stake here.

Everybody has a responsibility to make this successful. Just because the cash lines get all the publicity, if we don't accept that order, process that order, cast that material, hot roll it, cold roll it till it gets to cash, everybody has that responsibility. Cash is not a Band-Aid to make up for the mistakes that are made upstream.

The RFA has a commitment to

(incomprehensible) per hour in terms of coils

per hour, good material, on time, in full that

we have to deliver to the customer. Everybody

in this room and on this site has a

responsibility that we do what we can to make

sure that that is seamless, and not good two

cars, one bad. Every car.

If we really are going to get our automotive business in five years to roll in volumes of 150 cars a day on the hot mill, we're going to need everybody's focus, dedication, and understanding exactly what's going to be required to do it.

For the 552, the F150, that will be the biggest problem we have. If we do it right or we convince the auto manufacturers in North America that we are a valid (indecipherable) supplier, we can do it then a sustainable basis going forward and we are the best option in town (incomprehensible) everybody here (incomprehensible).

It's ours to lose. We have the first (incomprehensible) in terms of the investments that we already have. Now we need to deliver and make the most of them. It's as simple as that, but we have to change (incomprehensible) over the last twenty-five years are never going to be coming back, and strategically, as Phil said, face the right decision, it's a better product for us, it's a more profitable product and it's growing, a growing (incomprehensible) huge part of (indecipherable) just think of

that. Our destiny is in our own hands.

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Again, the opportunities and these investments and the jobs it created, you won't find a better deal in town, you won't find a better deal outside of town, but we have to get past the vote. If you (incomprehensible) the workforce that we currently have will not bring us success for the F150 or any subsequent You all know that. You're all programs. living it. Right? This is not the way we want to come to work every morning. This is not when you want to wonder whether or not we're going to go to the press box (indecipherable) is somebody going to have a different opinion than me or where the vote's going to go. That's not the way we want to live.

For those of you who have been here a lot longer than I have, you know what we value here in terms of the culture. We don't want to lose that. We don't want to get close to losing that. We have forty-nine years of demonstrated success of producing world-class aluminum coil from this facility and we're in danger of having one year taint that history. I don't think that's the way we want to go.

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The next twelve months are critical.

We've got two construction sites. Are they going to be around for at least another two years? We've got a commissioning of two cash lines, one of which is almost complete, the other one is just started, and the third one is in its infancy. We have an infrastructure project almost \$50 million going on here.

We've got an \$1,000 square foot addition to the (incomprehensible) it's quite a challenge and we've got to deliver on it.

The company have put their faith in this workforce in making sure we do that. That's a huge responsibility (incomprehensible) but where else would you want to be in Novelis at the moment other than (incomprehensible) really. Who else has got those sort of problems to resolve? I'd take it any day, guys, any day.

Bringing in a union is a distraction that will take us away from achieving our business goals (incomprehensible) but I believe every word of that. Some of the things I've heard over the last six months, at least I have a voice, should I go for union. The charges that

Phil mentioned earlier, give you a little bit of detail behind that. First of all, overnight there was a lot of rumors spread about the fact that we actually filed those charges on ourselves (incomprehensible) that didn't happen, guys. I promise you.

What the charges actually say in the unfair working practice was all around the concessions we put on the table in January for the time and a half and (incomprehensible) overtime. So here's one scenario. If we decided to say, yep, we're guilty as charged, the result would be those concessions would come off the table and they'd be retroactive the 1st of January. That's the process.

So when people say I've got a voice with the unions, did any of you know that those charges have been filed and they could be the consequences if we're found guilty?

I've got the document. There's documents, copies all over the place. Speak to Mike Anthony. Got plenty of them. Educate yourselves. Take that five minutes and read that charge. So if having a voice is having a charge filed like that on your behalf by the

union, I don't think that's anybody's idea of representation. Let the chips fall where they may. Read it. You really want to trust somebody else to be in charge of your destiny with everything we just spoke about for the last half an hour. You're willing to put all that on the table and let someone represent you.

I'm neutral. You can't afford to be neutral. If you have an opinion, you need to vote. If only a hundred people turn up to the voting sessions at the end of this week and fifty-one vote yes, there will be a union in Novelis Oswego. So if your vote is no, still is important to go and say so. Please take the time to do that and also consider the consequences if you don't.

Let's just roll the dice. Really, with everything we just said, \$400 million investment, 200 new jobs already and you want to roll the dice? First of all, please vote. You know the dates. You know the times. We tried to make it as convenient as possible that everybody will be able to do that with plenty of time to spare. Please do that and vote no.

On a personal note for those of you that don't know me that well and for those that do, I came back here for a reason. The reason was based on the five years that I enjoyed on the hot mill with the understanding that I have the opportunities from negotiating -- helping negotiate the Ford contract and what I knew about the culture and the people here in Oswego.

I know there's going to be a challenge. I convinced my wife that it was worth moving for the ninth time in twenty-eight years to come back to Oswego and be a part of that. I came back here because I knew that we could do what we had already committed to as far as that contract is concerned. I knew we had the culture, I knew we had the right people, and based on the fifty years of successes before, I knew that when we applied ourselves to those challenges, we would be successful.

A union's not going to bring us that success, guys. Look who's sitting here around you at the moment. If the union was brought in here, I bet my 401(k) you won't be looking at the same faces a year from now. People are

going to leave. People are going to get frustrated. People are going to feel as though they're restricted by a rule book. People are going to get fed up at being treated in a group with no individual, one-on-one relationships with the management, with the process, with the strategy to be represented by someone who knows very little about our business.

Do we really want to put all that on the table and risk losing it? Just think about it. Hopefully, this has been helpful. These are facts, not promises. Please make an informed decision. Please vote. Thank you for your time and your attention. As I said earlier, if you have any questions, please pass them up to the (incomprehensible) thank you very much.

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CERTIFICATE OF REPORTER I, Anthony J. Cordova, duly authorized shorthand reporter, do hereby certify: That the foregoing transcript constitutes a transcript of my shorthand notes taken as such transcriber of the audio file produced and reduced to typewriting under my supervision and control to the best of my ability. March 30, 2014 Anthony J. Cordova, RPR, CPE, CSR 14.

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TRANSCRIPTION OF LABELLED	MP3 DIO FILE	PROPERTY POLICIAL	Anna Anna	MEETING 2-18-14(1) March 30, 2014
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HEREBY AUTHORIZE THE Critical Steel, Paper and Forestry, Rubber, Manufacto. Energy, Allied Inclusional and Service Workers international Union, AFLE(I): CLC (also known in short as United Steelworkers on JUSY) When In Grepresent Me in Gollective Barganing (also known in short as United Steelworkers on JUSY) When In Grepresent Me in Gollective Barganing (also known in short as United Steelworkers on JUSY) (also known in short as United Steelworkers on JUSY) (also known in short as United Steelworkers on JUSY) (also known in short as Union at Justice Steelworkers on JUSY) (also known in short as Union at Justice Steelworkers on JUSY) (also known in short as Union at Justice Steelworkers on JUSY) (also known in short as Union at Justice Steelworkers on JUSY) (also known in short as Union at Justice Steelworkers on JUSY) (also known in short as Union at Justice Steelworkers on JUSY) (also known in short as Union at Justice Steelworkers on JUSY) (also known in short as Union at Justice Steelworkers on JUSY) (also known in short as Union at Justice Steelworkers on JUSY) (also known in short as Union at Justice Steelworkers on JUSY) (also known in short as Union at Justice Steelworkers on JUSY) (also known in short as Union at Justice Steelworkers on JUSY) (also known in short as Union at Justice Steelworkers on JUSY) (also known in short as Union at Justice Steelworkers on JUSY) (also known in short as Union at Justice Steelworkers on JUSY) (also known in short as Union at Justice Steelworkers on JUSY) (also known in short as Union at Justice Steelworkers on Justice St	This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted. You have the labsoline democratic right protected by rederal Lawl copyride and join the United Steelworkers. By signing this care volume beking an important at the toward achieving agenume syce in work clace decisions in a affect you and would arrive.	
YES! IWANT UNITED STEELWORKERS UNION REPRESENTATION! I HEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING. Name OSON BIVENS 312-0170 Phone Home address TOZ E 7th 5th. Street or Rural Route	This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted. You have the absolute democratic gight pro-	

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You have the absolute democratic right, protected by Federal Law, to organize and join the United Steelworkers. 기술:군 의과 오디워버드카네카

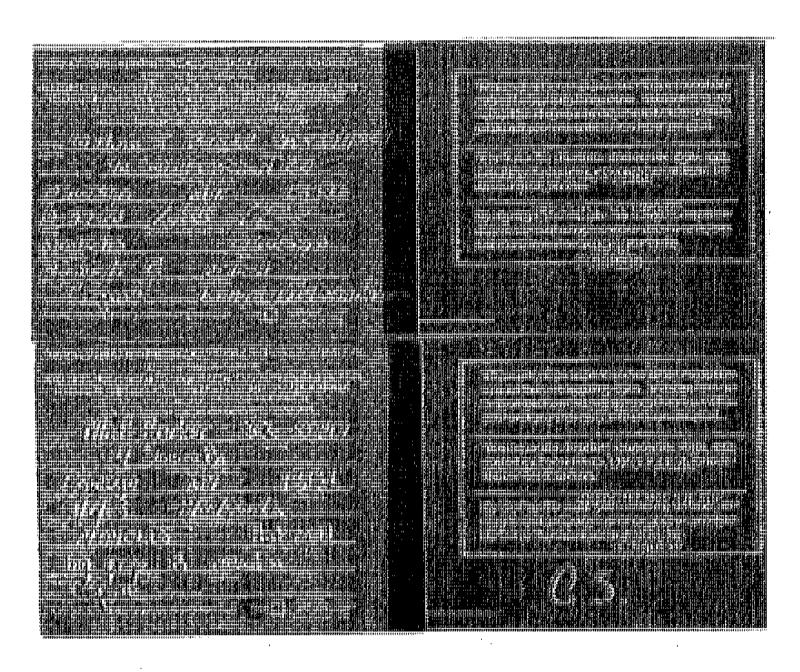
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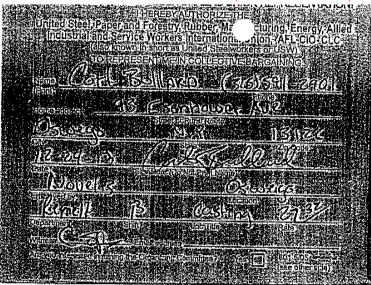
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Are you interested in joining the Organizing Committee?

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Industrial and Service Workers International Union, AFL-UI-UI-UI-UI-UI-UI-UI-UI-UI-UI-UI-UI-UI-	This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted.
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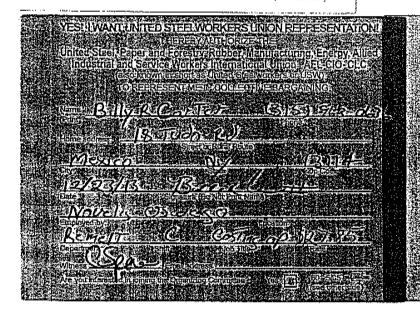
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This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted.

You have the absolute democratic highting the tected by Federal Law, to organize and join the United Steelworkers. 99:2 Hd EINVINGS

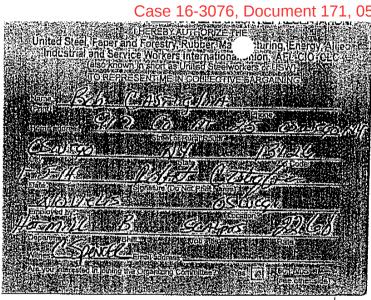
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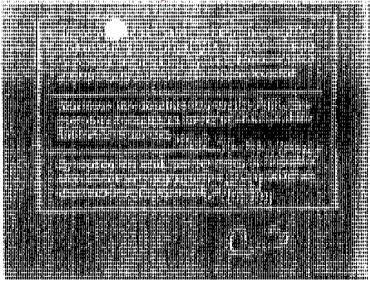


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YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION!

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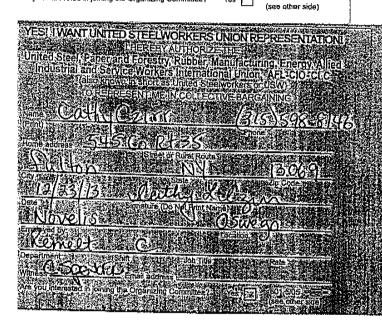
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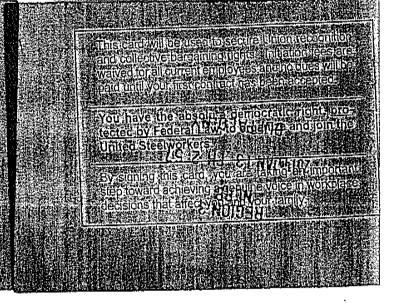
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Home address 43 HAII RO Street or Rural Rouse
HANNIBAL N.Y. 13674
12/19/13 Porall// Conster
Date Signature (Do Not Print Name)
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Department Shift Job Title Rate Witness Emeli address
Are you interested in joining the Organizing Committee? Yes 601 5/05

This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted.

You have the absolute dentity to organize and join the United Steelworkers. LS: SHE SINVENTOR

By signing this card, you are taking an important step toward achieving a genuine vdi貨 政學orkplace decisions that affect you and you 海河沟 马刀







Case 16-3076, Document 171, 05/04/2017, 2027448, Page56 of 257 YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION! I HEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (also known in short as United Steelworkers or USW) This card will be used to secure Union recognition TO REPRESENT ME IN COLLECTIVE BARGAINING. and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be (Print) paid until your first contract has been accepted. You have the absolute democratic fight, protected by Federal Law, to organize and join the 3121 United Steelworkers. ature (Do Not Print Name) By signing this card you are taking an important step toward achieving a genuine volca in workplace decisions that affect you and you Taniby 3 VCFC_ Email address 501 5/05 --- Are you interested in joining the Organizing Committee? (see other side) By signing anish and Ave Kerelia (ng) at Hingon Step toward achieving a genuine voice/inworksi decisions that aliecs vot ranchy by a grilly c



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YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION!

I HEREBY AUTHORIZE THE

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (also known in short as United Steelworkers or USW)

TO REPRESENT ME IN COLLECTIVE BARGAINING.

Name (Prior)

Phone
Home address 290 CIE AMERICA ROAD

Street or Rural Route

City State 2ip Code

13/26

City State 2ip Code

12-26-2013

Signature (Do Not Prior Name)

Employed by:

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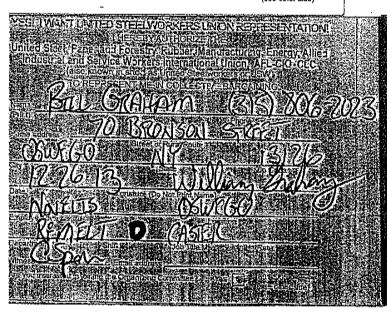
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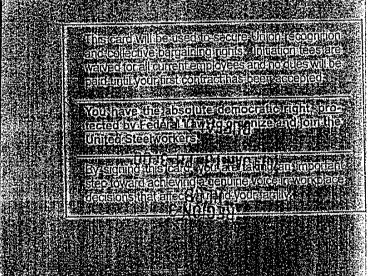
Are you interested in joining the Organizing Committee?

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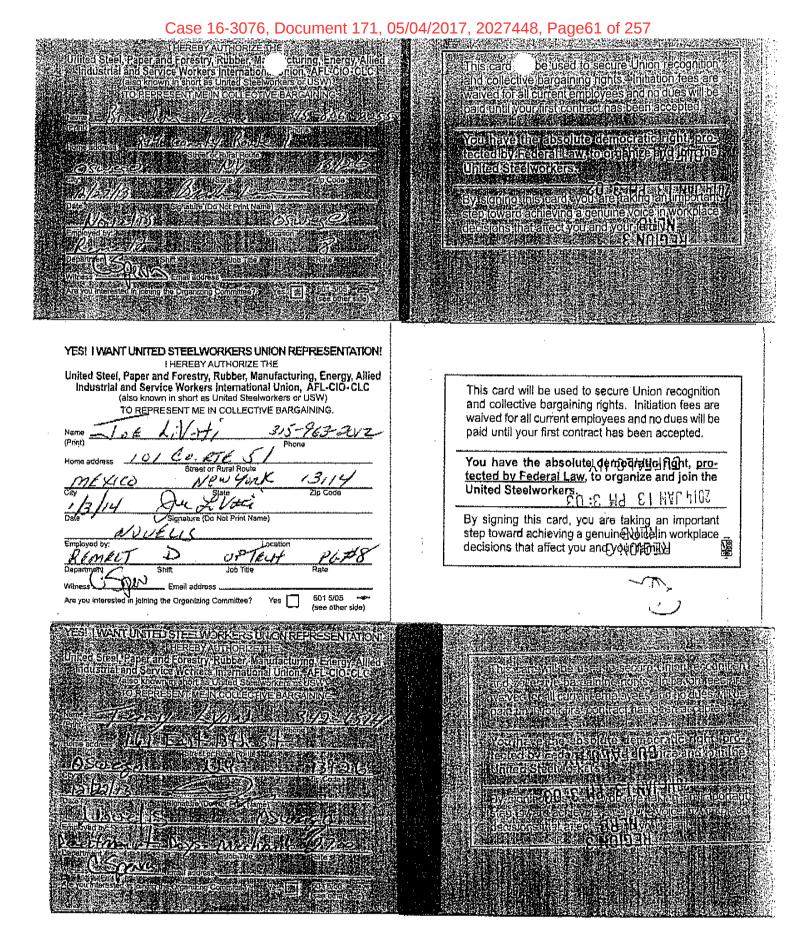
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YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION! I HEREBY AUTHORIZE THE	
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING. Name (Print) Name (Print) Phone	This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted.
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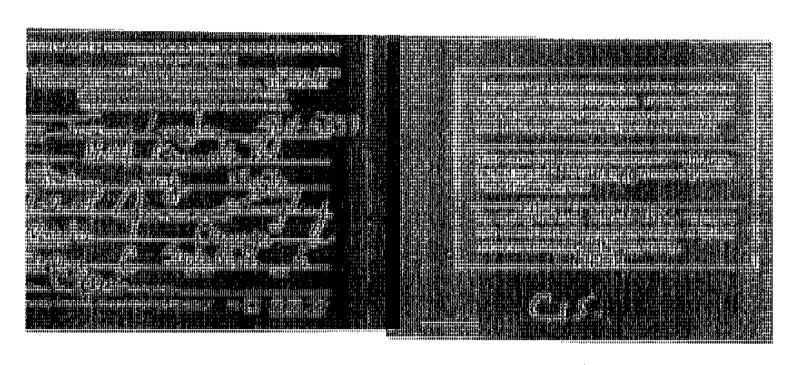


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YEST I WANT UNITED STEELWORKERS UNION REPRESENTATION! HEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING. Name STEEL APP 15-53 SUCCEPT Phone Phone Phone Special Philatery State 2p Code IZ 2Z VS Date Signature/OF Not Pfirst Name) Location Department Shift Job Title Rate Witness Are you interested in icining the Organizing Committee? Yes Signature-side) if Science of the Signature-side of the	This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted. You have the absolute democratic right, protected by Federal Law, 15 organize and Join the United Steelworkers. 70:5 Hd 5:1447 107 By signing this card, you are taking an important step toward achieving a genuine works in workplace decisions that affect you and well stability.











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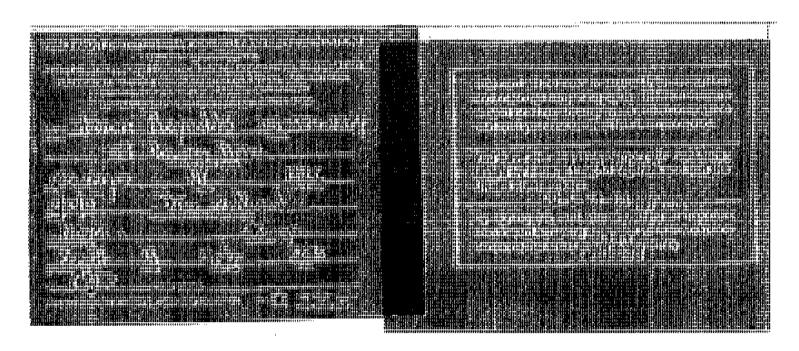
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Case 16-3076, Document 171, 05/04/2017, 2027448, Page69 of 257 This ard will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be igaid until your first contract has been accepted to the property of the contract has been accepted to the property of the contract has been accepted to the property of the contract has been accepted to the property of the contract has been accepted to the property of the contract has been accepted to the property of the contract has been accepted to the property of the contract has been accepted to the contract has been ac ted Steel, Paper and Forestry, Rubber, Manufacti industrial and Service Workers International Unio (also known in short as United Steelworkers I By signing this card, you are taking an step toward achieving a ganupe voice in decisions that affect you are taking and a constitution of the con YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION! 1 HEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (also known in short as United Steelworkers or USW) This card will be used to secure Union recognition TO REPRESENT ME IN COLLECTIVE BARGAINING. and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted.

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Are you interested in joining the Organizing Committee?

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VES! IWANT UNITED STEELWORKERS UNION PRESENTATION! I HEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied industrial and Service Workers International Union, AFL-CIO-CLC (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING. Name UC FRM Y Struit IN 215-283-1390 Phone (Print) Nome address Street or Rural Route City Signature (Co Not Print Name) Novel's Employed by: Location Department Job Title Witness Location Are you interested in joining the Organizing Committee? Yes 801 5/08 — (see other side)		This card will be used to secure Union recognition and collective bargaining rights. Initiation fees a waived for all current employees and no dues will paid until your first contract has been accepted. You have the absolute democration right, priected by Federal Law, to organize and join the United Steelworkers. 10: E. H. C. I. N. C	o- ne
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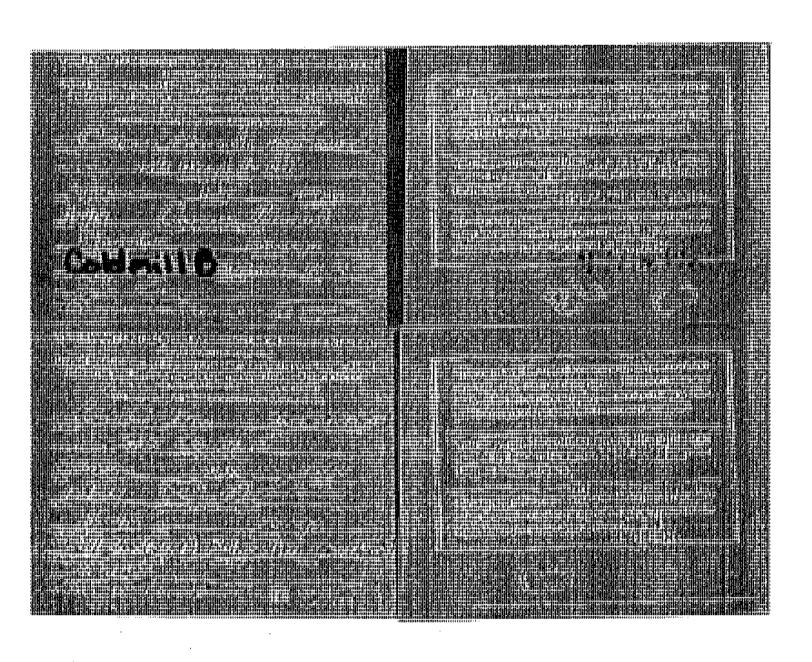
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Case 16-3076, Document 171, 05/04/2017, 2027448, Page83 of 257 YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION! I HEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied This card will be used to secure Union recognition. Industrial and Service Workers International Union, AFL-CIO-CLC and collective bargaining rights. Initiation fees are (also known in short as United Steelworkers or USW) waived for all current employees and no dues will be TO REPRESENT ME IN COLLECTIVE BARGAINING. paid until your first contract has been accepted. 315 480 SU35 You have the absolute demogratic right, pro-Home address tected by Federal Law, to organize and join the Street or Rural Rou By signing this card, you are taking an important step toward achieving a genuir@ yorce in workplace decisions that affect you and your fartily. 601 5/05 Are you interested in joining the Organizing Committee? YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION! This card will be used to secure Union recognition, and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted. United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers international Union, AFL CIO CLC (also known in short as United Steelworkers or USW) O REPRESENT ME IN COLLECTIVE BARGAININ Damie Molling You have the absolute democratic right pro-tected by Federal Law, to organize and join the US96 Venplank Rd united Steelworkers C Nd CIM By signing this card, you are taking an step toward achieving a gebuine yours in decisions that affect you and government. YESH WANT UNITED STEEDWORKERS UNION REPRESENTATION! This card will be used to secure Union) econition and collective bargaining rights. Initiation fees are waived for ell current employees and no dues will be paid traff, your first confract pasibeen accepted: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied, Industrial and Service Workers international Union, AFLECIO CLC (also known in short as United Steelworkers of USW) TO REPRESENT MEIN COLLECTIVE BARGAINING $Audas\,Rujz$ You have the absolute democratic right, protected by Faderal Law, to ordanize and modifie United Steelworkers.

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YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION!	
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Industrial and Service Workers International Union, AFL-CIO-CLC	
(also known in short as United Steelworkers or USW)	
TO REPRESENT ME IN COLLECTIVE BARGAINING.	
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Home address	
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By signing this card, you are taking an important step toward achieving a genuine voice in workplace decisions that affect you and your lamits.



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This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted.

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By signing this card, you are taking an important step toward achieving a genuine voice in workplace decisions that affect you and your family.



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Case 16-3076, Document 171, 05/04/2017, 2027448, Page98 of 257 I HEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC This card will be used to secure Union recognition (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted. You have the absolute democratic right, protected by Federal Law, to organize and join the United Steelworkers. By signing this card, you are taking shith bufferful [[Z stap toward achieving a genuine voice in workplace decisions that affect you and your fa时以入 YES! IWANT UNITED STEELWORKERS UNION REPRESENTATION! HEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL CIO-CLC (stee known in short as United Steelworkers of USW)) This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are TO REPRESENT ME IN COLLECTIVE BARGAINING waived for all current employees and no dues will be Petc Benton 297.8881 paid until your first contract has been accepted. You have the absolute democratic right, protected by Federal Law, to organizal and join the United Steelworkers. By signing this card, you are taking an important 1 step toward achieving a genuine voice in workplace decisions that affect you and your family HTN YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION! HEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL CIO CLC (also known in short as United Steelworkers or USW) This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are TO REPRESENT ME IN COLLECTIVE BARGAINING waived for all current employees and no dues will be paid until your first contract has been accepted. You have the absolute democratic right, pro-tected by Federal Law to organize and join the United Steelworkers. By signing this card, you are taking an important step toward achieving a gengine voice in workplace decisions that affect you and would family. you interested in joining the Organizing Committee? REJECTED

General Counsel's Exhibit (04)

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Case 16-3076, Document 171, 05/04/2017, 2027448, Page102 of 257 YES! I WANT UNITED STEEL WORKERS UNION REPRESENTATION! HEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, "AFL CIO CLC (also known) in hort as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING Name Name (Print) United Steelworkers.

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Case 16-3076, Document 171, 05/04/2017, 2027448, Page103 of 257 YES! I WANT UNITED STEEL WORKERS UNION REPRESENTATION! United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers international Union, AFL-CIO-CLC (also known in short as United Sleetworkers or USW).

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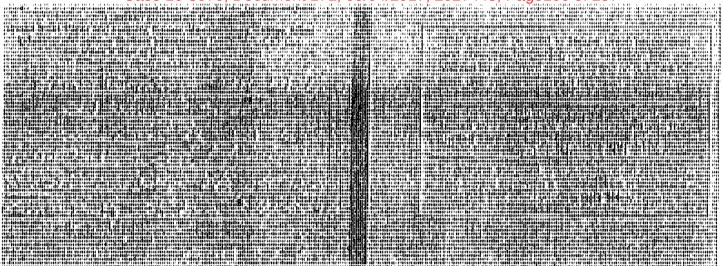
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Case 16-3076, Document 171, 05/04/2017, 2027448, Page104 of 257 YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION!] // This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid untilityour first contract has been accepted untility for the paid of the first has a first subject to the first has a first subject for the first subject has been accepted until first first subject for the HEREBY AUTHORIZE (HE United Steel Paper and Forestry, Rubber, Manufacturing, Energy, Allied Undustrial and Service Workers International Union, AFL CIO CLC (also known in short as United Steelworkers or USW) (also known in short as United Steelworkers or USW) YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION! . 1 H偿保证的Y AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (elso known in short as United Steelworkers or USW) This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are TO REPRESENT ME IN COLLECTIVE BARGAINING waived for all current employees and no dues will be paid until your first contract has been accepted. (Post) You have the absolute detrioc atic/right protected by Federal Law, to organize and join the United Steelworkers. 90 : E Hd EINVILOZ By signing this card, you are taking an important step toward achieving a genuine valde in workplace decisions that affect you and your and in all United Steel, Paper and Foresty, Runbe Kindustrial and Service Workers internaryou have the absolute perocrats high the tected by Federal Law to organize and join the United Steelworkers The Law to have higher than the Law to have higher than the Law to have higher than the law to have the law to ha

Case 16-3076, Document 171, 05/04/2017, 2027448, Page105 of 257

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Case 16-3076, Document 171, 05/04/2017, 2027448, Page108 of 257 I HEREBY AUTHORIZE THE sturing, Energy, Allied United Steel, Paper and Forestry, Rubber, Ma-This card: Industrial and Service Workers Internations.ion, AFL-CIO-CLC (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE SARGAINING 306 Employed by 601. 5/05 PA Are you interested in joining the Organizing Committee? (see other side) YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION! HEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIÖ-CLC (also known in short as United Steelworkers of USW) TO REPRESENT ME IN COLLECTIVE BARGAINING Hoine 7033 601 ₽C5 **₩₩** sted in Joining the Organizing Committee? YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION! I HEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING 315-591-1608 BOX 91

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Case 16-3076, Document 171, 05/04/2017, 2027448, Page110 of 257 * YES! TWANT UNITED STEELIVORKERS UNION REPRESENTATION! THEREBY AUTHORIZE THE. United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied This card will be used to secure Union recognition Industrial and Service Workers International Union, AFL-CIO-CLC and collective bargaining rights. Initiation fees are (also known in short as United Steelworkers or USW) waived for all current employees and no dues will be TO REPRESENT ME IN COLLECTIVE BARGAINING paid until your first contract has been accepted. 715 -You have the absolute democratic right, pro-Home address tected by Federal Law, to organize and iron the United Steelworkers. By signing this card, you are taking an important step toward achieving a genuine voice in workplace decisions that affect you and youd amily. Are you interested in joining the Organizing Committee? (see other side) YES! (WANT UNITED STEELWORKERS UNION REPRESENTATION! I HEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are (also known in short as United Steelworkers or USW) waived for all current employees and no dues will be TO REPRESENT ME IN COLLECTIVE BARGAINING. paid until your first contract has been accepted. Barbur 315-342-241 (Print) Phone You have the absolute democratic right, pro-Home addres tected by Federal Law, to organize and join the 13126 United Steelworkers. Stat By signing this card, you are taking an important step toward achieving a genuine voice in workplace ひらくとにしろ OSWEGOILY decisions that affect you and your family. 26.5 Fumace Tech Job Title r. RR. Com Sohn@Two 601 5/05 Are you interested in joining the Organizing Committee? (see other side) YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION! I HEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Aliled Industrial and Service Workers International Union, AFL-CIO-CLC This card will be used to secure Union recognition (also known in short as United Steelworkers or USW) and collective bargaining rights. Initiation fees are TO REPRESENT ME IN COLLECTIVE BARGAINING. waived for all current employees and no dues will be paid until your first contract has been accepted. (Print) You have the absolute democratic right, protected by Federal Law, to organize and join the United Steelworkers. By signing this card, you are taking an important step toward achieving a genuine voice in workplace decisions that affect you and you danie EU hotma 601.5/05 Are you interested in joining the Organizing Committee? (see other side) Received 🗠 Rejected Case No.:.

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Case 16-3076, Document 171, 05/04/2017, 2027448, Page115 of 257 YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION! THEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied This card will be used to secure Union recognition Industrial and Service Workers International Union, AFL-CIO-CLC and collective bargaining rights. Initiation fees are (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING waived for all current employees and no dues will be paid until your first contract has been accepted. Name Рросе You have the absolute demograpic right, protected by Federal Law, to organize and join the 200 Water St Ap4 Street or Rural Route ŊУ United Steelworkers. State By signing this card, you are taking an important Signatore (Lio Not Print Name) eciqy enjuges a private transmission and parts Noveli decisions that affect you and Employed by: Location Hut Mil Con star Department Rate Witness ! .≘maij sodress Are you interested in joining the Organizing Committee? 601 5/65 44 FM to Y65 . (see other side) YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION! I HEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC This card will be used to secure Union recognition (also known in short as United Steelworkers or USW) and collective bargaining rights. Initiation fees are TO REPRESENT ME IN COLLECTIVE BARGAINING. waived for all current employees and no dues will be paid until your first contract has been accepted. (Print) You have the absolute demogratic right, pro-Streat or Rural Route tected by Federal Law, to organize and join the JOG9 United Steelworkers. Zip Code By signing this card, you are taking an important step toward achieving a genuine voice in workplace Employed by: Location decisions that affect you and yourhability. 🖰 🖰 RM TOOL Job Title Rate Withess Email address M Are you interested in Joining the Organizing Committee? 601 5/05 -w-(see other side) YES! | WANT UNITED STEELWORKERS UNION REPRESENTATION! THEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Aillied This card will be used to secure Union recognition Industrial and Service Workers International Union, AFL-CIO-QLC and collective bargaining rights. Initiation fees are (elso known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING waived for all current employees and no dues will be paid until your first contract has been accepted. Phane You have the absolute democratic right, pro-Home address tected by Federal Law, to organize and join the Street or Rural Route United Steelworkers. 4 work Ha By signing this card, gos are taking an important Signature (Do Not Print Name) step toward achieving a genuine voice in workplace 05we90 decisions that affect you and you lamily Location Job Title logu Email address Are you interested in joining the Organizing Committee? 601 5/05 平線数 N

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YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION! I HEREBY AUTHORIZE THE	
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING. Name Michael Fluff (307) 214-806.7	This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are weived for all current employees and no dues will be paid until your first contract has been accepted.
Home address Street or Rural Route OS wego Oily State Oilor/3014 Manual Route Zip Gode	You have the absolute democratic fight <u>brios</u> tected by Federal Law, to organize and join the United Steelworkers. <u>GO:E Hd EI NVF</u> 1 0
Date Signature (Do Not Print Name) Nouz (1) S Employed by: CASH Department Shift Job Tille Rate	By signing this card, you are taking an important step toward achieving a genuine voice inWorkplace decisions that affect you and your fa們於10月3日
Witness DE Email address Michael Pluff@ Yahoo. Com Are you interested in joining the Organizing Committee? Yes S 601 5/05 - (see other side)	V
YES! (WANT UNITED STEELWORKERS UNION REPRESENTATION!	•
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (siso known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING. Name Plant Prione	This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted.
Home address 3205 CERT 57 Street or Rural Route OSU290 Ny 13126 City State 24 Code	You have the absolute democratid dight, pro- tected by Federal Law, to organize and join the United Steelworkers: 인데 인터 NYC 네팅
Date Signature (Do Not Print Name) Novelis Signature (Do Not Print Name) Sweyd Ny Employed by: Location Hot Mill C Operator 14 Department Shift Job fitte Rate	By signing this card, you are taking an important step toward achieving a general voice in workplace decisions that affect you and you faithly.
Witness Email address Are you interested in joining the Organizing Committee? Yes 601.5/05 == (see other side)	

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Case 16-3076, Document 171, 05/04/20	17, 2027448, Page120 of 257
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING. Name Signature Signat	This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted. You have the absolute democratic right, protected by Federal Law Tollogal Me and join the United Steelworkers. By signing this card, you are taking an important step toward achieving a genuine voice in workplace decisions that affect you end your family.
Arg you Interested in Johning the Organizing Committee? Yes: St. 501 505 503 503 503 503 503 503 503 503 503	
YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION!	70
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING. Name (Print) Phone Home address Street or Rural Route City State City State City State Street or Rural Route City State City State City State City State Store CO Committee Witness Final address Final address Final address O Committee? Yes Coto 5015/05 Case other side)	This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted. You have the absolute democratic right, protected by Federal Law, to organize and join the United Steelworkers. By signing this card, you are taking an important step toward achieving a genuine of being workplace decisions that affect you and your family.
YEST IWANT UNITED STEEL WORKERS UNION REPRESENTATION! I HEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING. Name (Print) Homa address Do By Homa address Subset or Rural House Tally Hayer State State State To Code The Code	This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted: You have the absolute democrationing and join the tected by Federal Law, to organize and join the United Steelworkers. 10:E H. E. H.
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YES! (WANT UNITED STEELWORKERS UNION REPRESENTATION!	
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING. Name Aulanco Varguez 216-4084 (Print)	This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted.
Home address 205 m Colle Rd Street or Rural Route OS weed of NY 13/26 City State Zip Code	You have the absolute democratic right pro- tected by Federal Law, to organize and join the United Steelworkers.
Date Signature (Do Not Print Name) Abyelis Employed by: Colding II Dinthe Ag	By signing this card, you are taking an important step toward achieving a genuine voice in workplace decisions that affect you and your family 0/938
Department Ship Job Title Rate Wilnest With Ship address Are you interested in joining the Organizing Committee? Yes 501 5/05 (see other side)	· 66
Annual Established Control of Con	
YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION!	
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING. Name Paul Sacc Phone (Print) Soft Caph for Phone Home address Street or Rural Boute Signature (Do Not Print Name) City Signature (Do Not Print Name) CASIT Department Shift Job Title Rele Witness Email address Are you interested in joining the Organizing Corrunttee? Yes 601 505 (see other side)	This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted. You have the absolute democratic right protected by Federal Law to organize and join the United Steelworkers. By signing this card, you are taking an important step toward achieving a genuine voice in workplace decisions that affect you and your falming.
YESI I WANT UNITED STEELWORKERS UNION REPRESENTATIONI HEREEY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO+CLC (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING. Name (Strint) Home address Street or Rural Route Clay Street or Rural Route Cla	This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted. You have the absolute democratic right, protected by Federal Law, to organize and into the United Steelworkers. By signing this card, you are taking an important step toward achieving a genuine voice in workplace decisions that affect you and your family.
(see of the side)	

YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION!
HEREBY AUTHORIZE THE
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC
(also known in short as United Steelworkers or USW)
TO REPRESENT ME IN COLLECTIVE BARGAINING.
Name 1034 Shortslit 52,74098
(Print) Phone
Home address /87 /2//// X)
Street or Rurgi Route
City State Zip Corta
1-8-14
Date Signature (Do Not Print Name)
<u> NASE/B / BUSEAD </u>
Employed by: Location V
Docartment of Stylt Job Rule Rate
Al
Witness Emell address 501 5/05 _=
Are you interested in joining the Organizing Committee? Yes (see other side)
#
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YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION!
I MEREBY AUTHORIZE THE
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC
(also known in short as United Steelworkers or USW)
TO REPRESENT ME IN COLLECTIVE BARGAINING.
Name Jack Stale 31576500
(Print) Phone 357 (C)
Home address
Street or Rural Boute 8/4/2
City Sinte Zin Cone
1/2/10 Zip Code
Date Signatura (Do Nat Print Name)
NEVELIS OSWEED
Employed by:
Department Shift Job Ikle Rate
G. Kar
Are you interested in joining the Organizing Committee? Yes 501 5/05 (see other side)
YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION!
HEREBY AUTHORIZE THE
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC
(also known in short as United Steekworkers or USW)
TO REPRESENT ME IN COLLECTIVE BARGAINING.
Name Mike Stiles 532 - 8532
(Print) Phone
Home address
Street or Rural Route
Ory 1 State 2 20 Code
MICA THE STATE OF CODE
Date Signature (Do Not Print Name)
Novelia Derego
Employed by: Location
3RP 54 000 105
Department Shift Uob Title Rate
Witness Email address
Are you interested in joining the Organizing Committee? Yes 501 5/05 -
(see other side)

This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted.

You have the absolute democratif (tight, protected by Federal Law, to organize and join the United Steelworks S. F. H.J. EINTHIZ

By signing this card, you are taking an important step toward achieving a genuine voice in workplace decisions that affect you and your Eduity.

EE'

This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted.

You have the absolute democratic right, protected by Federal Law, to organize and join the United Steelworkers 90 : E HJ E I NYT 1107

By signing this card, you are taking an important step toward achieving a genuine voice in workplace decisions that affect you and your fability

F. F.

This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted.

You have the absolute democratic fight, protected by Federal Law, to organize and join the United Steelworkers 0:8 Hd 81 NV 102

By signing this card, you are taking an important step toward achieving a genuine voice in workplace decisions that affect you and your tangly!

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YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION!	
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers international Union, AFL-CIO-CLC (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING. Name (Print) Home address Street or Rural Route Signature (Do Not Print Name) Date Signature (Do Not Print Name) Location Shift Job Title Rate Rate	This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted. You have the absolute democratic right fortested by Federal Law, to organize and join the United Steelworkers. 90:8 Hd 8 NV 1107 By signing this card, you are taking an important step toward achieving a genuine voice in workplace decisions that affect you and your family 3 Jd
Are you interested in joining the Organizing Committee? Yes 501 5/05 — (see other side)	14.
YES! IWANT UNITED STEELWORKERS UNION REPRESENTATION! I MEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Alfied Industrial and Service Workers international Union, AFL-CIO+CLC (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING. Name WILLIAM SWEETING (Print) Phone Home address Street or Rural Roule OSENEGO NY State Zip Code IIII WALLIAM Date Signature (Do Nog/Print Name) NAME Employed by: Cocation Company Page Rate	This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted. You have the absolute democratic right, protected by Federal Law, to organize and join the United Steelworkers: By signing this card, you are taking an important step toward achieving a genuine Voice in workplace decisions that affect you and your family.
Withess Are you interested in joining the Organizing Committee? Yes 601 5/05 (see other side)	TI
YES! IWANT UNITED STEELWORKERS UNION REPRESENTATION! I HEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Alfied Industrial and Service Workers International Union, AFL-CIO-CLC (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING. Name (Print) Name (Print) Street or Rural Roule OSWEGO City State Street or Rural Roule OSWEGO City State State OSWEGO N.Y. Employed by: Mechanic Department Shirk Job Yitle Rate Wilness Email address Are you interested in joining the Organizing Committee? Yes Stote Steel Steel Stote Steel Stote Steel Stote Steel Stote Sto	This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted. You have the absolute democratic right dreg tected by Federal Law, to organize and join the United Steelworkers. By signing this card, you are taking amimportant step toward achieving a genuine core in the decisions that affect you and your family.
Are you interested in joining the Organizing Committee? Yes 501 5/05	· · · · · · · · · · · · · · · · · · ·

Case 16-3076, Document 171, 05/04/20 VEST FWART UNITED STEELWORKLERS USED REPRESENTATION! I HEREBY AUTHORIZE THE Linited Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING. Name (Print) Phone Street of Rural Boute City Signature (Do Not Print Name) Employed by: Location	This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted. You have the absolute democratic right, protected by Federal Law, to organize and boin the United Steelworkers. By signing this card, you are taking an important step toward achieving a genuine voice in workplace decisions that affect you and you family.
Department Shift Job Title Rate Witness Emall address Are you interested in joining the Organizing Committee? Yes 601 5/05 (see other side)	KK KK
YES! IWANT UNITED STEELWORKERS UNION REPRESENTATION! I HEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING. Name (Print) Home address Street or Rural Route) City State Signature (Do Not Print Name) Location Agreed Witness Are you interested in joining the Organizing Committee? Yes 601 5/05 (see other side)	This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted. You have the absolute democratic right, protected by Federal Law to organize and join the United Steelworkers. By signing this card, you are taking an important step toward achieving a genuine voice in workplace decisions that affect you and your faintly.
YESI I WANT UNITED STEELWORKERS UNION REPRESENTATIONI LHEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO+CLC (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING. Name Units R Rubanski 3/5-963-3297 (Print) Phone Thoma address Street or Rural Route BSV45 Gity State Street Street or Rural Route BSV45 Gity State State Lip Code Lip Cod	This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted. You have the absolute democratic right, protected by Federal Law, to organize and join the United Steelworkers. By signing this card you are taking an important step toward achieving a genuine voice in workplace decisions that affect you and your lamily.
Department Shift Job Title Rate Witness Email address Are you interested in joining the Organizing Committee? Yes 601 5/05 68e other side)	

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Movielie	
ALTARCITACO.	

8. Employee Acknowledgement:	On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my	primary language is.	Check one:	have been given this pay notice in English	Lette Decause it is INP printingly tanking ages.	My primary language is I have been given this pay notice in English	only, because the Department of Labor does not yet offer a pay notice in my primary language.		Ęmployee Name	The Mary	Employee Signature	Bree bart HM Administrative Assistant	Preparer's Name and Title	The employee must receive a signed copy of this form. The employer must keep the original for 6 years.
3. Empioyee's rate of pay:	\$ 15 ' Fer Hour	4. Allowances taken:	X None	Tips Per Hour	Meafs Per Meal	Lodging	The state of the s	5. Regular payday: Thursday	6. Pay is:	Weekly	Bi-Weekly Other		7. Overtime Pay Rate: ラネ・いう Fer Hour	(This must be at least 1 ½ times the worker's regular rate with few exceptions.)
Name: James Ashby	Notice and Acknowledgment of Pay Rate and Payday Under Section 195.1 of the New York State Labor Law Notice for <u>Hourk</u> Employees	·	1. Employer Information	Name:	Novells Corporation	Physical Address:	448 County Route 1A Oswego, New York 13126	Mailing Address:	PO Box 28 Oswego, New York 13126	Phone:	(315) 349-0121	2. Notice given:	At Hiring	X On or before February 1 Before a change in pay rate(s), allowances claimed, or payday

Bate: 12-14 Rep : Any

Name John E	arbur		Code No.	3/8/1
ABOVE THIS LINE		m to your Credit U		
Payroil No	Soc Sec No	Membe	ership No <u>86</u>	50
			CREDIT	UNION
	Change of Dedu	ictions		
Payroll Supervisor of the I hereby authorize you, until from pay for the Credit Union as previously authorized by me Date Signature of Employee Name in full Division Residence Address Effective	further notice from me to \$ 410 0 to \$ 570.00	o change the amou		

Novelis - Subpoena 7/18/14 - 000123

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Vame: Notice and Acknowledgment of Pay Rate and Payday Notice Section 195.1 of the New York State Labor Law Under Section 195.1 of the New York State Labor Law	3. Employee's rate of pay: \$ Aur.cij \$ Aur.per Hour.	 Employee Acknowledgement: On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my primary language is.
1. Employer Information		Check one:
Name:	Tips per Hour	A hecause it is my primary language.
Novells Corporation	Meals Per Meal	My primary language is I have been given this pay notice in English
physical Address:	10dglng	only, because the Department of Labor does not yet offer a pay notice in my
448 County Route 1.A Oswego, New York 13126	Other	primary language.
Mailing Address:	5. Regular payday: Thursday	
PO Box 28 Oswego, New York 13126	6. Pay is:	Employee Name
Phone:	X Weekly	Employee Signature
(315) 349-0121	Bi-Weekly Other	2/4/1/20 1/4 Date
2. Notice given:	7. Overtime Pay Rate:	Bree Izard, HM Administrative Assistant Preparer's Name and Title
At Hirlng	\$ Per Hour	The employee must receive a signed copy of this
X On or before February 1	(This must be at least 1 % times the worker's regular rate with few exceptions.)	form. The employer must keep the original for o years.
Before a change in pay rate(s),		
	G.L 7/18/14 - 000188	

Novelis - Subpoena 7/18/14 - Ca. P. USCAT 1

		8. Employee Acknowledgement:
Name: L. Y. Brox XVII U	e of pay.	on this day, I received notice of my pay rate,
Notice and Acknowledgment of Pay Rate and Payday	\$29.40per Hour	overtime rate (if eligible), allowances, and overtime rate (if eligible), allowances, and designated payday, I told my employer what my
Under Section 195.1 of the New York State Lature Conder Section 195.1 of the Imployees	4. Allowances taken:	primary language is.
	None	Check one:
1. Employer information	7 [I have been given this pay notice in triginary
Name:	1 ins	Decause It is my primary
Novelis Corporation	Meals Per Meal	My primary language is have been given this pay notice in English
physical Address:	Lodging	only, because the Department of Labor does not yet offer a pay notice in my
448 County Route 1A Oswego, New York 13126	Other	primary language.
Mailing Address:	5. Regular payday: Thursday	
PO Box 28 Oswego, New York 13126	6. Pay is:	Employee Name
Phone:	X Weekly	Employee-Signature
(315) 349-0121	Bi-Weekly	Date (25/19
	Other	Hanny Wakeman, CASH Administrative Asst.
2. Notice given:	7. Overtime Pay Rate:	Preparer's Name and Title
At Hiring	\$ Per Hour/ 44.10	The employee must receive a signed copy of this
X On or before February 1	(This must be at least 1 ½ times the worker's regular rate with few exceptions.)	form. The employer must keep the original for by years.
Before a change in pay rate(s),		
	Novelis - Subpoena 7/18/14 - 000184 (-8 J f 19 En T 1 R	

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Name: W. Gordon Bankley	3. Етрloyee's rate of pay:	8. Employee Acknowledgement:
Notice and Acknowledgment of Pay Rate and Payday Under Section 195.1 of the New York State Labor Law Notice for <u>Hourk</u> Employees	\$ Per Hour 27.85	On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my primary language is.
1. Employer information	X None	Check one:
Мате:	Tips Per Hour	I have been given this pay notice in English because it is my primary language.
Novelis Corporation	Meals Per Meal	My orimary language is
Physical Address:	Bulghol	Thave been given this pay notice in English only because the Department of Labor
448 County Route 1A Oswego, New York 13126	Other	does not yet offer a pay notice in my primary language.
Malling Address:	5. Regular payday; Thursday	
PO Box 28 Oswego, New York 13126	6. Pay is:	Employee Name
Phone:	X Weekly	" Howlow Is Barbly
(315) 349-0121	Si-Weeldy Other	Employee Signature
2. Notice given:	7. Overtime Pay Rate:	Carol Whipple, Remelt Administrative Asst. Preparer's Name and Title
At Hiring	\$ Per Hour 4 7 8	
X On or before February 1 Before a change in pay rate(s),	(This must be at least 1 ½ times the worker's regular rate with few exceptions.)	The employee must receive a signed copy of this form. The employer must leep the original for 6 years.

CONFIDENTIAL Novelis - Subpoena 7/18/14 - 000290

Name:	3. Employee's rate of pay:	8. Employee Acknowledgement:
Notice and Acknowledgment of Pay Rate and Payday Under Section 195.1 of the New York State Labor Law Notice for <u>Hourly</u> Employees		On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my primary language is.
1. Employer information	e p	Check one:
Name:	Tips Per Hour	have been given this pay recently because it is my primary language.
Novelis Corporation	Meals Per Meal	My primary language is
Physical Address:	Lodging	only, because the Department of Labor
448 County Route 1A Oswego, New York 13126	Other	primary language.
Mailing Address:	S. Regular payday: Thursday	
PO Box 28 Deutodo New York 13126	6. Pav is:	Employee Name
	Noon	minder Boths
phone:	A Managar	Employee Signature
(315) 349-0121	Bi-Weekly	1-33-14
	Other	Date
2. Notice given:	7. Overtime Pay Rate:	Bree Izard, HM Administrative Assistant Preparer's Name and Title
At Hiring	\$ Per Hour	The employee must receive a signed copy of this
X On or before February 1	(This must be at least 1 % times the worker's	form. The employer must keep the original for 6
Before a change in pay rate(s),		
	VO POSO	

Novelis - Subpoena 7/18/14 - 000180

		8. Employee Acknowledgement:
me; Cotter, Jason Notice and Acknowledgment of Pay Rate and Payday Notice and Acknowledgment of Pay Rate Labor Law	3. Employee's falte or jusy.	On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and
Notice for <u>Hourly</u> Employees	standard taken:	gestgrade is.
Employer Information	4. Allowalica care	Check one:
lame;	X None Per Hour	I have been given this pay notice in English because it is my primary language.
Novelis Corporation	Meals Per Meal	My primary language is
physical Address:	Lodging	I have been given this pay houce in the many only, because the Department of Labor
448 County Route 1A Oswego, New York 13126	other	does not yet offer a pay notice in thy primary language.
Mailing Address:	5, Regular payday: Thursday	
PO Box 28 Oswego, New York 13126	o. Pay is:	Employee Name
Phone:	Weekly	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
(315) 349-0121	X Bi-Weekly	Effipioyee Signature
	Other	1/31/14 Date
2. Notice given:		Chanan CM Administrative Assistant
	7. Overtime Pay Rate:	preparer's Name and Title
At Hiring	\$ 36.80 Per Hour	
X On or before February 1	(This must be at least 1 % times the worker's regular rate with few exceptions.)	The employee must receive a signed copy of this form. The employer must keep the original for 6 vears.
allowances claimed, or payday		
	Novelis - Subpoena 7/18/14 - 000207	

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8. Employee Acknowledgement:	On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my primary language is.	Checkone: I have been given this pay notice in English because it is my primary language.	My primary language is My primary language is English	only, because the Department of Labor	primary language.		Employee Name	Employee Signature	SO tH	Lauryn Wakeman, CASH Administrative Asst. Preparer's Name and Title	The employee must receive a signed copy of this	form. The employer must keep the original for 6 years.	
3. Employee's rate of pay:	\$ 14.70 per Hour 4. Allowances taken:	X None Per Hour	Meals Per Meal	Lodging	Other	5. Regular payday. Thursday	6. Pay is:	X Weekly	Bi-Weekly Other	7. Overtime Pay Rate:	\$ Per Hour \$ 22.05	(This must be at least 1 ½ times the worker's	
Мате:		1. Employer information Name:	Novelis Corporation	Physical Address:	448 County Route 1A Oswego, New York 13126	Mailing Address:	PO Box 28 Oswego, New York 13126	Ріюле:	(315) 349-0121	2. Notice given:	At Hiring	X On or before February 1	Before a change in pay rate(s), allowances chaimed, or payday

Novelis - Subpoena 7/18/14 - 000211

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		8. Employee Acknowledgement:
dame: Stephen Duschurm	3. Employee's rate of pay.	On this day, I received notice of my pay rate,
Notice and Acknowledgment of Pay Rate and Payday Under Section 195.1 of the New York State Labor Law Notice for <u>Hourly</u> Employees		overtime rate (if eligible), allowances, and designated payday. I told my employer what my primary language is.
	4. Allowances taken:	Check one:
1. Employer Information	X None	I have been given this pay notice in English
Name:	Tips Per Hour	because it is my primary language.
Novelis Corporation	Meals Per Meal	My primary language is
Physical Address:	Lodging	only, because the Department of Labor
448 County Route 1A Oswego, New York 13126	Other	primary language.
Mailing Address:	5. Regular payday: Thursday	
PO Box 28 Oswego, New York 13126	6. Pay is:	Employee Name
phone:	X Weekly	Employee Signature
(315) 349-0121	Bi-Weekly	2-7-14
	Other	Date
2. Notice given:	7, Overtime Pay Rate:	Bree Izard, HM Administrative Assistant Preparer's Name and Title
At Hiring	S Per Hour	The employee must receive a signed copy of this
X On or before February 1	(This must be at least 1 % times the worker's regular rate with few exceptions.)	form. The employer must keep the Original for Superior Su
Before a change in pay rate(s),		
	Novelis - Subpoena 7/18/14 - 000224	

S. Department of Justice migration; and Naturalization Service			OMB No. Employn	ent Eliaibility V	enticado
migration and Naturalization Service leand read instructions carefully before the form. ANTI-DISCRIMINATION NOT ANNOT specify which document(s) the ture expiration date may also constitute	completing this f FICE. It is litegal	orm. The instruction to discriminate agr	na must be avail	lable during com le individuals. I	rpietion c Employer
ection 1. Employee information and		THE STATE OF THE S	y amployes al the lit	ne employment begir	15
int Name: Lest.	Firet	Mickelle In			}
paress (Street Name and Rumitet)	zeorga	Apt #	Date of	orth (gronthidavive ar	<u>'</u>
Stress (Street Name and Number)	B)6	Zip Code	Stelet S	curity the same	
Oswego n.S	<i></i>	1312 G		hack one of the follo	wine):
am aware that federal law proprisonment and/or times for false at see of false documents in connection of this form.	BIBRIORIE OF 1	⊠ A citizen or ⊓ □ A Lawtul Pert	tional of the United hanent Resider'i (Ali orzed to work until	States	
mployee's Signature	Decomp		Date (m	Amide Albert	
The state of the s	tientien /To he	ompleted and signed in	Section 1 is orgo	ared by a person	Î
preparet and/or tremitation content man the employes, I altest, unto the best of my knowledge the intom Preparet aftendator's Signature	ter penalty of partur tation is true and co	rect.	BIR COMPARIENT OF	and lates and a set	۵.
Address (Streat Name and Number, Cri	y, State, Zip Code)-		Date (4	nonth/daylyear)	•
section 2. Employer Review and Veri xamine one document from List 8 and one from the document(s)	OR A	List B	AND	noilarique bna redmu Şi zalılı	date, if an
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suing authority:	My	5	· · · · · · · · · · · · · · · · · · ·		
ocument #:				P-647 -922	
Expiration Date (if any):	71/9/	97/			
ocument #:		· /·			}
Expiration Date (if any):// ERTIFICATION - I attest, under penalty o	f periury, that I h	ave examined the do	cument(s) pres	ented by the ab-	ove nami
mployee, that the above-listed docum- mployee began amployment on (month/ aligible to work in the United State mployment).	ant(s) appear to daylyear) / is. (State ampl	be genuine and to 	relate to the a the best of many omit the d	imployee name y knowledge the ate the employ	d, that the employers beg
grande of Ethologie of Authorized Representative	Poru Nama	beth A. Gost	of Tel	zanne / Az	5515T
Siness for Organization Name Address FINANT Poll of FORMULATS		Number, City, Scate, Zip 28, DSUDCANY	Code) Date (m	onthiday/mari	"7/94
ection 3. Updating and Reverification	n. To be completed	and eigned by employer			/ ;
. New Name (If applicable)			B. Date of rehire	(month/daylynar) (It	i applicable
. If employee's previous grant of work authoriza sligibility.	tion has expired, prov				it employme
Document Title	Document #:		coration Data (if any		I the americ
ritest, under pensity of perjury, that to the be exented document(s), the document(s) I have	S SENSITIONES RESERVED	this employee is eligible be genuine and to re			ine subk
gnature of Employer or Authorized Representative	/		Date (m	ontridayiyəsi)	
mi I-9 (Rev. 11-21-91) N	·.				
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1		na 7/18/14 - 00013		,	

ame: Carry Gabrielle	e's rate of pay:	8. Employee Acknowledgement:
Notice and Acknowledgment of Pay Rate and Payday Under Section 195.1 of the New York State Labor Law Notice for <u>Hourly</u> Employees	\$ 9 Per Hour	On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my
The second control of	4. Allowances taken:	primary language is.
. Employer Information	X None	Check one:
ame:	TipsPer Hour	have been given this pay notice in English
Novelis Corporation	Meals Per Meal	L V Decause it is hij printaly taliguage.
hysical Address:	Lodging	My primary fanguage is I have been given this pay notice in English
448 County Route 1A Oswego, New York 13126	Other	only, because the bepartment of Labora does not yet offer a pay notice in my primary language.
Aailing Address:	5. Regular payday: Thursday	
PO Box 28 Oswego, New York 13126	6. Pay is:	Employee Name
hone:	X Weekly	Jay 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
(315) 349-0121	BI-Weekly Other	Employee Signature
Notice given:		Denn Irana LIM Administrative Assistant
At Hiring	7, Overtime Pay Rate:	Preparer's Name and Thie
X On or before February 1 Before a change in pay rate(s),	(This must be at least 1 ½ times the worker's regular rate with few exceptions.)	The employee must receive a signed copy of this form. The employer must keep the original for 6 years.

Novelis - Subpoena 7/18/14 - 000235 (onfidential

CONFID	Before a change in pay rate(s), allowances claimed, or payday	On or before February 1	X At Hiring		2. Notice given:		(315) 349-0121	Phone:	PO Box 28 Oswego, New York 13126	Mailing Address:	448 County Route 1A Oswego, New York 13126	Physical Address:	Novelis Corporation	Name:	1. Employer Information	Notice tor <u>Hourty</u> Employees	Notice and Acknowledgment of Pay Rate and Payday Under Section 195.1 of the New York State Labor Law	Name: Gregory Hein
CONFIDENTIAL Novelis - Subpoena 7/18/	regular rate with tew exceptions.)	(This must be at least 1 ½ times the worker's	\$ 21.00 Per Hour	7. Overtime Pay Rate:		Other	Bi-Weekly	X Weekly	6, Pay is:	5. Regular payday: Thursday	Other	Lodging	Meals Per Weal	TipsPer Hour	X None	4. Allowances taken:	\$ 14.00 Per Hour	3. Employee's rate of pay:
14 - 000297	form. The employer must keep the original for 6 years.	The employee must receive a signed copy of this	Preparer's Name and Title	Cindy Firnegan, Human Resource Coordinator	Date	10/9/2012	Employee Signature	The state of the s	Employee Name		does not yet offer a pay notice in my primary language.	have been given this pay notice in English only, because the Department of Labor	My primary language is		Check one:	primary language is.	On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and	8. Employee Acknowledgement:

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Novelis - Subpoena 7/18/14 - 000256 Confidentia

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	X On or before February 1 Before a change in pay rate(s), allowances claimed, or payday	At Hiring	2. Notice given;	(315) 349-0121	Phone:	PO Box 28 Oswego, New York 13126	Mailing Address:	448 County Route 1A Oswego, New York 13126	Physical Address:	Name; Novelis Corporation	1. Employer Information	Notice for <u>Hourly</u> Employees	Notice and Acknowledgment of Pay Rate and Payday Under Section 195.1 of the New York State Labor Law	Name: Haynes, Mark
Novelis - Subpoena 7/18/14 - 000257 [dn fiden fia	(This must be at least 1 ½ times the worker's regular-rate with few exceptions.)	\$ 22.05 Per Hour		Bi-Weekly Other	x Weekly	6. Pay is:	5. Regular payday: Thursday	Other	6	TipsPer Hour MealsPer Meal	X None	4. Allowances taken:	\$ 14.70 Per Hour	3. Employee's rate of pay:
	The employee must receive a signed copy of this form. The employer must keep the original for 6 years.	Proparer's Name and Title	Karen Cloonan, Cold Mill Administrative Asst.	1 31 7014	Mad A. Heynes Employee Signature	Employee Name		only, because the Department of Labor does not yet offer a pay notice in my primary language.	My primary language is I have been given this pay notice in English	I have been given this pay notice in English because it is my primary language.	Check one:	designated payday. I told my employer what my primary language is.	On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and	8. Employee Acknowledgement:

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	Novelis - Subpoena 7/18/14 - 000271 (0 1 + i d (n + a)	
The employee must receive a signed copy of this form. The employer must keep the original for 6 years.	(This must be at least 1 ½ times the worker's regular rate with few exceptions.)	X On or before February 1 Before a change in pay rate(s), allowances claimed, or payday
Hebalet 2 Matthe and mile	\$ 22.05 Per Haur	At Hiring
Karen Cloonan, Cold Mill Administrative Asst.	7. Overtime Pay Rate:	2. Notice given:
Employee Signature		(315) 349-0121
Whithey Kerys	v Weekly	Phone:
Employee Naple	6. Pay is:	PO Box 28. Oswego, New York 13126
	5. Regular payday: Thursday	Mailing Address:
only, because the Department of Labor does not yet offer a pay notice in my primary language.	Other	448 County Route 1A Oswego, New York 13126
My primary language is [have been given this pay notice in English	Lodging	Physical Address:
l have been given this pay notice in English because it is my primary language.	TipsPer Hour MealsPer Meal	Name: Novelis Corporation
Check one:	X None	1. Employer Information
On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my primary language is.	\$ 14.70 Per Hour 4. Allowances taken:	Notice and Acknowledgment of Pay Rate and Payday Under Section 195.1 of the New York State Labor Law Notice for <u>Hourly</u> Employees
8. Employee Acknowledgement:	3. Employee's rate of pay:	Name: Kemp, Johnathon

72/01

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		* * *
lame: Janus Kick	3. Employee's rate of pay:	л. 8. Employee Acknowledgement:
Notice and Acknowledgment of Pay Rate and Payday Under Section 195.1 of the New York State Labor Law Rotice for <u>Mourly</u> Employees	200	On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my primary language is.
	4. Allowances taken:	
1. Employer Information	None	Check one:
Name:	Tips Per Hour	I have been given this pay notice in English because it is my primary language.
Novelis Corporation	Meals Per Weal	Municipal Indiana
Physical Address:	Lodging	I have been given this pay notice in English
448 County Route 1A Oswego, New York 13126	Other	does not yet offer a pay notice in my primary language.
Mailing Address:	5. Regular payday: Thursday	
PO Box 28 . Oswego, New York 13126	6. Pay is:	Employee Name
Phone:	X Weekly	Variance Simuthing
(315) 349-0121	Bi-Weeldy	41-82-1
	Other	Date
2. Notice given:	7. Overtime Pay Rate:	Carol Whipple, Remelt Administrative Asst. Preparer's Name and Title
At Hiring	\$ Per Hour WELLS COLD	
X On or before February 1 Before a change in pay rate(s),	(This must be at least 1 % times the worker's regular rate with few exceptions.)	The employee must receive a signed copy of this form. The employer must keep the original for 6 years.
L. allowances claimed, or payday		

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	X On or before February 1 Before a change in pay rate(s), allowances claimed, or payday	At Hiring	2. Notice given:	(315) 349-0121	Phones	PO Box 28 Oswego, New York 13126	Mailing Address:	448 County Route 1A Oswego, New York 13126	Physical Address:	Novelis Corporation	Name:	1 Employer Information	Notice and Acknowledgment of Pay Rate and Payday Under Egitton 195.1 of the New York State Labor Law Notice for <u>Hourly</u> Employees	Name: Acument me	7
Novelis - Subpoena 7/18/14 - 000002	(This must be at least 1 % times the worker's regular rate with few exceptions.)	\$Per Hour	7. Overtime Pay Rate: 39.05	Bi-Weekly Other	X. Weekly	6. Pay is:	5. Regular payday: Thursday ,	Other	Lodging	MealsPer Meal		X None	4. Allowances taken:	e's rate of pay: 26.03	
AMMA	The employee must receive a signed copy of the form. The employer must keep the original for years.		Erin Nalle Administrative Assistant Preparer's Name and Title	Date Date	-	Employee Name		primary language.	only, because the Department of Labor	My primary language is	have been given this pay notice in English x because it is my primary language.	Check one:	overtime rate (it englars), browning employer what my designated payday. I told my employer what my primary language is:	8. Employee Acknowledgement: On this day, I received notice of my pay fate, On this day, I received notice of my pay fate,	-

A-0890

727 (0)

	Before a change in pay rate(s), allowances claimed, or payday	At Hiring X On or before February 1	2. Notice given:	Phone: (315) 349-0121	PO Box 28 Oswego, New York 13126	Mailing Address:	Physical Address: 448 County Route 1A Address: Address: 13126	Name: Novelis Corporation	1. Employer Information	Name: Shill Luft Luft Labor law notice and Acknowledgment of Pay Rate and Payday under Section 195.1 of the New York State Labor law Notice for Hourly Employees	
Novelis - Subpoena 7/18/14 - 000004		\$ Per Hour /\$35." (This must be at least 1 ½ times the worker's regular rate with few exceptions.)	7. Overtime Pay Rate:		6. Pay is:	5. Regular payday: Thursday	other	Meals per Meal	Per Hour	3. Employee's rate of pay: \$ 23 ^{ld \$} per Hour 4. Allowances taken:	
		The employee must receive a signed copy of this form. The employer must keep the original for 6 years.	Lauryn Wakeman, CASH Administrative ASSU. Preparer's Name and Title	Date 23/14	Employee, Signature	Employee Name	primary language.	My primary language is I have been given this pay notice in English only, because the Department of Labor only, because the Day notice in my	I have been given this pay notice in English because it is my primary language.	8. Employee Acknowledgement: On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my primary language is.	

A-0891

	Before a change in pay rate(s), allowances claimed, or payday	At Hiring X On or before February 1	2. Notice given:	(315) 349-0121	Phone:	PO Box 28 Oswego, New York 13126	Mailing Address:	448 County Route 1A Oswego, New York 13126	Physical Address:	Novelis Corporation	1. Employer information	Name: MAYCH MAYSACI Notice and Acknowledgment of Pay Rate and Payday Notice and Acknowledgment of Pay Rate and Payday Under Section 195.1 of the New York State Labor Law Notice for Hourly Employees
Novelis - Subpoena 7/18/14 - 000010		\$ Per Hour \\ \display 35.5 \times the worker's regular rate with few exceptions.\	7. Overtime Pay Rate:	BI-Weekly Other	X Weekly	6. Pay is:	5. Regular payday: Thursday	Other	Lodging	MealsPer Meal	Per Hour	3. Employee's rate of pay: \$23 th Per Hour 4. Allowances taken:
,		The employee must receive a signed copy of this form. The employer must keep the original for fivears.	Preparer's Name and Title	Date Date Administrative Asst.	Employee Signature	Employee Name Millim Walsa	•	primary language.	does not yet offer a pay notice in my	My primary language is I have been given this pay notice in English	Check one: have been given this pay notice in English because it is my primary language.	8. Employee Acknowledgement: On this day, I received notice of my pay rate, overtime rate (If eligible), allowances, and designated payday. I told my employer what my primary language is.

A-0892

CONFIDENTIAL Novelis - Subpoena 7/18/14 - 000294

Name: James Photos	rate of pay:	8. Employee Acknowledgement:
Notice and Acknowledgment of Pay Rate and Payday Under Section 195, 1 of the New York State Labor Law Notice for <u>Hourly</u> Employees	75.00 \$ Per Hour	On this day, I received notice of my pay rate, overtime rate (If eligible), allowances, and designated payday. I told my employer what my
The state of the s	4. Allowances taken:	primary language is.
1. Employer information	X None	Check one:
Nате:	Tips Per Hour	1 have been given this pay notice in English
Novelis Corporation	Meals Per Meal	Learn Decadse it is illy printary isriguage.
Physical Address:	Lodging	My primary language is I have been given this pay notice in English
448 County Route 1A Oswego, New York 13126	Other	only, because the Department of Labor does not yet offer a pay notice in my primary language.
Malling Address:	5. Regular payday: Thursday	
PO Box 28 Oswego, New York 13126	6. Pay fs.	Employee Name
Phone;	weekly	gam Okoton
(315) 349-0121	B-weekly Other	Employee Signature
2. Notice given:		Bree loand Lift Administration Assistant
At Hiring	7. Overtline Pay Rate: 35.53	Preparer's Name and Title
X On or before February 1 Before a change in pay rate(s),	(This must be at least 1 % times the worker's regular rate with few exceptions.)	The employee must receive a signed copy of this form. The employer must keep the original for 6 years.
allowances claimed, or payday	-	

Name:	a Employee's rate of pay:	8. Employee Acknowledgement:
NOTE TO A VAN WAY THE STATE AND Payday Notice and Acknowledgment of Pay Rate and Payday Under Section 195.1 of the New York State Labor Law Notice for <u>Hourly</u> Employees	\$ Per Hour 4. Allowances taken:	On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my primary language is.
1. Employer Information	X None	Check one:
Name:	Tips Per Hour	I have been given this pay notice in English because it is my primary language.
Novelis Corporation	Meals Per Meal	My primary language is
Physical Address;	Lodging	only, because the Department of Labor
448 County Route 1A Oswego, New York 13126	Other	does not yet offer a pay noute in ing primary language.
Mailing Address:	S. Regular payday: Thursday	
PO Box 28 Oswego, New York 13126	6. Pay is:	
Phone:	X Weekly	Employee Signature
(315) 349-0121	BI-Weekly	7.85
·	Other	Date
2. Notice given:	7. Overtime Pay Rate:	Bree Izard, HM Administrative Assistant Preparer's Name and Title
At Hiring	Sur 80 Per Hour	The second receive a signed copy of this
X On or before February 1	(This must be at least 1 ½ times the worker's requiar rate with few exceptions.)	form. The employer must keep the original for 6 vears.
Before a change in pay rate(s),		

Novelis - Subpoena 7/18/14 - UUU!

Name;	3. Employee's rate of pay:	8. Employee Acknowledgement:
Notice and Acknowledgment of Pay Rate and Payday Under Section 195.1 of the New York State Labor Law Notice for <u>Houry</u> Employees	14.70 \$ Per Hour	On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my
	4. Allowances taken:	primary language is.
1. Employer information	X None	Check one:
Name:	TipsPer Hour	I have been given this pay notice in English
Novelis Corporation	Meals Per Weal	because it is ally printerly ranguage.
Physical Address:	lodging	My primary language is I have been given this pay notice in English
448 County Route 1A Oswego, New York 13126	Other	dility, because the behald lifeth of Labor does not yet offer a pay notice in my primary language.
Malling Address:	5. Regular payday: Thursday	
PO Box 28 Oswego, New York 13126	6. Pay is:	Employee Name
Phone:	X Weekly	Broldmo
(315) 349-0121	Bf-Weeldy	Employee Signature $(/23/14)$
2. Notice given:		Date
At Hiring	2. Overtime Pay Rate: つうこう	Bree Izard, HM Administrative Assistant Preparer's Name and Title
X On or before February 1 Before a change in pay rate(s),		The employee must receive a signed copy of this form. The employer must keep the original for 6 years.

Novelis - Subpoena 7/18/14 - 000035

			<u>.,</u>	<u></u>	·	1		
8. Employee Acknowledgement: On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my primary language is.	Check one: I have been given this pay notice in English because it is my primary language.	My primary language is have been given this pay notice in English only, because the Department of Labor does not yet offer a pay notice in my primary language.		Employee Name (MM Say)	Employee Signature 15 Savin 2014 Date	Lauryn Wakeman, CASH Administrative Asst. Preparer's Name and Title	The employee must receive a signed copy of this form. The employer must keep the original for 6 years.	
3. Empioyee's rate of pay: On \$ /4. 7 Per Hour 4. Allowances taken:	per Hour	Meals per Meal Lodging Other	5. Regular payday: Thursday	6. Pay is:	Bi-weekly Other	7. Overtime Pay Rate:	\$ Per Hour \ \frac{22.05}{22.05} (This must be at least 1 ¼ times the worker's regular rate with few exceptions.)	Novelis - Subpoena 7/18/14 - 000037
Name: Michall PIMF Notice and Acknowledgment of Pay Rate and Payday Notice and Acknowledgment of Pay Rate and Payday Under Section 195.1 of the New York State Labor Law Under Section 195.1 of the New York State Labor Law	1. Employer Information Name:	Novelis Corporation Physical Address: 448 County Route 1A	Mailing Address:	PO Box 28 Oswego, New York 13126	Phone: (315) 349-0121	2. Notice given:	At Hiring X On or before February 1 Before a change in pay rate(s).	allowance could be a second by

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CONFIDI	On or before February 1 Before a change in pay rate(s), allowances claimed, or payday	X At Hiring	2. Notice given:	Phone: (315) 349-0121	PO Box 28 Oswego, New York 13126	Mailing Address:	448 County Route 1A Oswego, New York 13126	Physical Address:	Name: Novelis Corporation	1. Employer Information	Notice and Acknowledgment of Pay Rate and Payday Under Section 195.1 of the New York State Labor Law Notice for <u>Hourly</u> Employees	Name: Bernard Race
CONFIDENTIAL Novelis - Subpoena 7/18/14	(This must be at least 1 % times the worker's regular rate with few exceptions.)	7. Overtime Pay Rate: \$ 21.00 Per Hour	Other .	X Weekly Bi-Weekly	6. Pay is:	5. Regular payday: Thursday	Other	60	Tips Per Hour Meals Per Meal	X None	\$ 14.00 Per Hour 4. Allowances taken:	3. Employee's rate of pay:
4 - 000296	The employee must receive a signed copy of this form. The employer must keep the original for 6 years.	Cindy Finnegan, Human Resource Coordinator Preparer's Name and Title	7/ 9/ 13.	Employee Signature	Employee Name Bernard Race.		does not yet offer a pay notice in my primary language.	My primary language is I have been given this pay notice in English	I have been given this pay notice in English because it is my primary language.	Check one:	On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my primary language is.	8. Employee Acknowledgement:

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	At Hiring X On or before February 1 Before a change in pay rate(s), allowances claimed, or payday	2. Notice given:	Phone: (315) 349-0121	PO Box 28 Oswego, New York 13126	Malling Address:	448 County Route 1A Oswego, New York 13126	Physical Address:	Name:	1. Employer Information	Notice and Acknowledgment of Pay Rate and Payday Under Section 195.1 of the New York State Labor Law Notice for Hourly Employees	Name: 3 MAN Rocker
Novelis - Subpoena 7/18/14 - 000048	\$ Per Hour 46. SO {This must be at least 1 % times the worker's regular rate with few exceptions.}	7. Overtime Pay Rate:	X Weekly Bi-Weekly Other	6. Pay is:	5. Regular payday: Thursday	Other	Lodging		X None	\$ Per Hour 27.00 4. Allowances taken:	3, Employee's rate of pay:
	The employee must receive a signed copy of this form. The employer must keep the original for 6 years.	Carol Whipple, Remelt Administrative Asst. Preparer's Name and Title	Employee Signature - 31-14 Date	Employee Name		does not yet offer a pay notice in my primary language.	My primary language is I have been given this pay notice in English only, because the Department of Labor	because it is my primary language.	Check one:	On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my primary language is.	8. Employee Acknowledgement:

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Employment Eligibility Verification

USCIS Form 1-9 OMB No. 1615-0047 Expires 03/31/2016

CONTRACTOR OF THE PROPERTY OF

Department of Homeland Security U.S. Citizenship and Immigration Services

►START HERE. Read instructions carefully before completing this form. The instructions must be available during completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hire an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Informat			and sign Section 1	of Form I-9 no leter
Last Name (Family Name)	First Name (Glven Name)	avinoar-mi-trailionico-com-mi-trail-mi-	Other Names Used (
Address (Street Number and Name) 13 County St.,	_ , , , , ,	City or Town OSWege	State N Y	121p Code 126
Date of Birth (mm/del/yyyy) U.S. Social So	ecurity Number E-mail Address	-	Telep	hone Number 5 402 9585
am aware that federal law provides connection with the completion of th	for imprisonment and/or fit is form.	nes for false statements	or use of false do	ocuments in
attest, under penalty of perjury, tha A citizen of the United States	t I am (check one of the fol	lowing):		
A noncitizen national of the United	States (See instructions)			
A lawful permanent resident (Allen	Registration Number/USCIS	Number):		
An alien authorized to work until (expire (See instructions)	ation date, if applicable, mm/dd/	yyyy)	, Some aliens may w	ite "N/A" in this field.
For aliens authorized to work, prov	ide your Alien Registration N	umber/USCIS Number O	R Form I-94 Admiss	sion Number;
1. Alien Registration Number/USC	S Number:		· ·	
OR			Do N	3-0 Barcode lot Write in This Space
2, Form I-94 Admission Number: _				•
If you obtained your admission r States, include the following:	umber from CBP in connecti	on with your arrival in the	United	
Foreign Passport Number:	· ·			11110 1111
Country of Issuance:				
Some aliens may write "N/A" on			e fields. (<i>See instru</i>	ctions)
Signature of Employee:		THE PLANT AND THE PROPERTY OF	Dale (mm/dd/yyyy)	107/19/20
		Turnsh with a		<u> </u>
i attest, under penalty of perjury, tha information is true and correct.	t I have assisted in the con	npletion of this form an	d that to the best o	of my knowledge the
Signature of Preparer or Translator:		AND MADE IN A STATE OF THE STAT	Dạte	(mm/dd/yyyy);
Łast Name (Family Name)		First Name (Giv	en Name)	
Address (Street Number and Name)		City or Town	State	Zip Code
100000000000000000000000000000000000000	Employer Con	pletes Next Page	- ·	3
Form I. 9 03/08/14 N				Page 7 o

Novelis - Subpoena 7/18/14 - 000151

Confidential

72(2)

Name:	3. Employee's rate of pay.	8. Employee Acknowledgement:
Notice and Acknowledgment of Pay Rate and Payday Under Settlon 195.1 of the New York State Labor Law Notice for <u>Hourly</u> Employees	\$ 15.75 \$ Per Hour 4. Allowances taken:	On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my primary language is.
1. Employer Information	X None	Check one:
Name:	Tips Per Hour	[I have been given this pay notice in English because it is my primary language.
Novelis Corporation	Meals Per Meal	My primary language is
Physical Address:	Lodging	I have been given this pay notice in English only, because the Department of Labor
448 County Route 1A Oswego, New York 13126	Other	does not yet offer a pay notice in my primary language.
Mailing Address:	5. Regular payday: Thursday	
PO Box 28 Oswego, New York 13126	6. Pay is:	Employee Name
Phone:	X Weekly	Finalwee Stenature
(315) 349-0121	Bi-Weekly Other	1 23 14
2. Notice given:		Bree Izard, HM Administrative Assistant
At Hiring	7. Overtime Pay Rate: コラ・セラ S Per Hour	Preparer's Name and Title
X On or before February 1	(This must be at least 1 % times the worker's	The employee must receive a signed copy of this form, The employer must keep the original for 6
Before a change in pay rate(s),	ובפתוקן ופנב אווון יביא ביעיבליים:	years.

Novelis - Subpoena 7/18/14 - 000090

	Novelis - Subpoena 7/18/14 - 000091	
The employee must receive a signed copy of this form. The employer must keep the original for 6 years.	(This must be at least 1 ½ times the worker's regular rate with few exceptions.)	Before a change in pay rate(s), allowances claimed, or payday
Karen Cloonan, CM Administrative Assistant Preparer's Name and Title	7. Overtime Pay Rate: \$ 41.78 Per Hour	At Hiring X On or before February 1
Date 1/31/14	Other	2. Notice given:
Employee Signature	X Weekly Bi-Weekly	(315) 349-0121
Employee Name	6. Pay is:	Phone:
	5. Regular payday: Thursday	PO Box 28 Oswego, New York 13126
		Malling Address:
only, because the Department of Labor does not yet offer a pay notice in my primary language.	Cther	448 County Route 1A Oswego, New York 13126
My primary language is	Meals	Physical Address:
I have been given this pay notice in English because it is my primary language.		Novelis Corporation
Check one:	X None	Name:
primary language is.	4. taken:	1. Employer Information
On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated navday. I told my employer what my	\$ 27.85 Per Hour	Notice and Acknowledgment of Pay Rate and Payday Under Section 195.1 of the New York State Labor Law Notice for <u>Hourly</u> Employees
8. Employee Acknowledgement:	3. Employee's rate of pay:	Name: Vazquez, Antonio

TA (BB)

Name: Jal 1 SACCO	3. Employee's rate of pay:	8. Employee Acknowledgement:
of the section of Pay Rate and Payday Notice and Acknowledgment of Pay Rate and Payday Under Section 195.1 of the New York State Labor Law Notice for <u>Hourly</u> Employees	\$24.Sper Hour	On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my primary language is.
1. Employer Information	X Mone Tips Per Hour	Check one: Thave been given this pay notice in English Thave been given this pay notice in English
Novelis Corporation	Meals Per Meal	My primary language is
Physical Address:	Lodging	I have been given this pay notice in English only, because the Department of Labor
448 County Route 1A Oswego, New York 13126	Other	does not yet offer a pay notice in my primary language.
Malling Address:	5. Regular payday: Thursday	
PO Box 28 Oswego, New York 13126	6. Pay is:	Employee Name
Phone:	X Weekly	Employee Signature
(315) 349-0121	Bi-Weekly	250
	Other	Date
2. Notice given:	7. Overlime Pay Rate:	Lauryn Wakeman, CASH Administrative Asst. Preparer's Name and Title
At Hiring	\$ Per Hour / \$ 34,90	The second conversion a stoned conversion
X On or before February 1 Before a change in pay rate(s),	(This must be at least 1 ¼ times the worker's regular rate with few exceptions.)	form. The employer must keep the original for 6 years.

Novelis - Subpoena 7/18/14 - 000050

Name:		
Mark Sharkey	s rate of pay:	י בווחומלכב עראוסאיביופייו
Notice and Acknowledgment of Pay Rate and Payday Under Section 195.1 of the New York State Labor Law Notice for <u>Hourly</u> Employees	S S Per Hour	On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my
	4. Allowances taken:	primary language is.
1. Employer Information	X None	Check one:
Name:	TipsPer Hour	Have been given this pay notice in English hacause if it my nationary language.
Novelis Corporation	Meals Per Meal	
Physical Address:	Lodging	I have been given this pay notice in English
448 County Route 1A Oswego, New York 13126	Other	does not yet offer a pay notice in my primary language.
Mailing Address:	5. Regular payday: Thursday	1000
PO Box 28 Oswego, New York 13126	6. Pay is:	Employee Name
Phone:	Weekly	Mad Jass
(315) 349-0121	Bi-weekiy Other	Employee Signature
2. Notice given:		Reselvand HM Administrative Assistant
At Hiring	7. Overtime Pay Rate: パカラン S Per Hour	Preparer's Name and Title
X On or before February 1 Before a change in pay rate(s),	(This must be at least 1 ½ times the worker's regular rate with few exceptions.)	The employee must receive a signed copy of this form. The employer must keep the original for 6 years.
allowances claimed, or payday		

Novelis - Subpoena 7/18/14 - 000056

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Name: Include, Shotslet	3. Employee's rate of pay:	8. Employee Acknowledgement:
Notice and Acknowledgment of Pay Rate and Payday Under Section 195,1 of the New York State Labor Law Notice for <u>Hourly</u> Employees	\$ 4. Ther Hour of the Hour of the Hour of the Hour of the Howances taken:	On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my primary language is.
1. Employer Information	,	Check one:
Name:		I have been given this pay notice in English because it is my primary language.
Novells Corporation	Meals Per Meal	My primary language is
Physical Address:	Lodging	only, because the Department of Labor
448 County Route 1A Oswego, New York 13126	Other	does not yet offer a pay notice in my primary language.
Mailing Address:	5. Regular payday: Thursday	
PO Box 28 Oswego, New York 13126	6. Pay is:	Employee Mame
Phone:	X weekly	Entrover Signature
(315) 349-0121	BI-weekly	1/3/14
	Other	Date
2. Notice given:	7. Overtime Pay Rate:	Lauryn Wakeman, CASH Administrative Asst. Preparer's Name and Title
At Hiring	\$ Per Hour / 22.05	
X On or before February 1 Before a change in pay rate(s),	(This must be at least 1 ½ times the worker's regular rate with few exceptions.)	The employee must receive a signed copy of uns form. The employer must keep the original for 6 years.
L allowances claimed, or payday		

Novelis - Subpoena 7/18/14 - 000061

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Name: Jack Stala	3. Employee's rate of pay:	8. Employee Acknowledgement:
Notice and Acknowledgment of Pay Rate and Payday Under Section 195.1 of the New York State Labor Law Notice for <u>Hourly</u> Employees	\$. 14.00 Per Hour	On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my
1. Employer Information	X None	Check one:
Мате:	Tips Per Hour	1 have been given this pay notice in English
Novelis Corporation	Meals Per Meal	
Physical Address:	Lodging	My primary language is I have been given this pay notice in English
448 County Route 1A Oswego, New York 13126	Other	only, because the Department of Labor does not yet offer a pay notice in my primary language.
Mailing Address:	5. Regular payday: Thursday	ALTERNATION OF THE PROPERTY OF
PO Box 28 Oswego, New York 13126	6. Pay is:	Етрјоуее Name
Phone:	Weekly	Jack Stala
(315) 349-0121	Bi-Weekly	Employee Signature
2. Notice given:	Other	6/25/13 Date
X At Hiring	7. Overtime Pay Rate: \$ 21.00 Per Hour	Cindy Finnegan, Human Resource Coordinator Preparer's Name and Title
On or before February 1 Before a change in pay rate(s), allowances claimed, or payday	(This must be at least 1 ½ times the worker's regular rate with few exceptions.)	The employee must receive a signed copy of this form. The employer must keep the original for 6 years.

Name: Stiles, Michael	3. Employee's rate of pay:	8. Employee Acknowledgement:
Notice and Acknowledgment of Pay Rate and Payday Under Section 195.1 of the New York State Labor Law Notice for <u>Hourly</u> Employees	\$ 23.68 Per Hour	On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my
	4. Allowances taken:	primary language is.
1. Employer information	X None	Сћеск опе:
Name: Novelis Corporation	Tips Per Hour	I have been given this pay notice in English because it is my primary language.
Phγsical Address:	Meals Per Meal	My primary language is
448 County Route 1A Oswego, New York 13126	Lodging	only, because the Department of Labor does not yet offer a pay notice in my primary language.
Mailing Address:	r bonder narday. Thiesday	Auto Auto Auto Auto Auto Auto Auto Auto
PO Box 28 Oswego, New York 13126	5. Regulat Jayuay.	- SANCE - SANC
	6. Pay is:	Employee Name
(315) 349-0121	X Weekly	M. M. Jull Employee Signature
2. Notice given:	Jest 10	1/24/14 Date
	7. Overtime Pay Rate:	Karen Cloonan, CM Administrative Assistant Preparer's Name and Title
Before a change in pay rate(s),	(This must be at least 1 ½ times the worker's regular rate with few exceptions.)	The employee must receive a signed copy of this form. The employer must keep the original for 6 years.

Novelis - Subpoena 7/18/14 - 000080

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rom pay for the Credit Units previously authorized by	on from \$ 26.00 me, to \$ 40.00	O Department		

Name:	a Employee's rate of pay:	8. Employee Acknowledgement
Mildly SML Hard notice and Acknowledgment of Pay Rafe and Payday under Section 195.1 of the New York State Labor Law	\$ J.H. 7 Per Hour	On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my
Notice for <u>Hourly</u> Employees	4. Allowances taken:	primary language is.
1. Employer Information	None	Check one:
Name:	Tips Per Hour	have been given this pay notice in English because it is my primary language.
Novelis Corporation	Meals Per Meal	My primary language is
Physical Address:	iodging	only, because the Department of Labor
448 County Route 1A Oswego, New York 13126	Other	does not yet offer a pay notice it it it primary language.
Mailing Address:	5. Regular payday. Thursday	
PO Box 28 Oswego, New York 13126	6. Pay is:	Employee Name
Phone:	Weekly	Employee Signature
(315) 349-0121	Bi-Weekly Other	1/3/ lul Date
2. Notice given:	7. Overtime Pay Rate:	Lauryn Wakeman, CASH Administrative Asst. Preparer's Name and Title
At Hiring	\$ per Hour \ \$ 22.05	of this
X On or before February 1	(This must be at least 1 % times the worker's	form. The employer must keep the original for 6
Before a change in pay rate(s),		, cap.
	Novelis - Subpoena 7/18/14 - 000083	

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Form W-4 (2006)

Purpose, Complete Form W-t so that your employer can withhold the cornect federal income tax from yout, pay. Because your tax attuation may change, you may want to refigure your withholding

enange, you may we have you are exempt, examption from withholding. If you are exempt complete only lines 1, 2, 3, 4, and 7 and sign the form to validate It. Your exemption for 2006 expires February 16, 2007. See Pub. 505. Tax withholding and Estimated Tax.

Withholding and Estimated Tax.

Note. You cannot obtim exemption from withholding if (a) your income exceeds \$850 and includes more than \$300 of uncarned income (for exemple, interest and dividends) and (b) another person calcium you as a depandent on their tax return.

Badic instructions. If you are not exemple, complete the Personal 'Allowances' Worksheet below. The providence of name 2 advant your withholding

worksheets on page 2 adjust your withholding

sarper(wo-)ob situations. Complete all worksheets that apply. However, you may claim fewer (or zero)

the apply, nowever, you may claim have (at zero) allowances. Head of household Generally, you may claim head of household filling status on your tax return only if you are unmarited and pay more than 50% of the cests of keeping up a home for yourself and your dependent(s) or other qualitying individuals. See line 5 below.

Tax credits, You can take projected tax credits finto account in figuring your allowable number of withholding ellowances. Circlists for child or dependent care expenses and the child tax credit may be claimed using the Personal Allowances Workshoet below. See Pub. 319, How Do I Adjust My Tax Withholding, or information on converting your other credits into withholding allowances. Nonwage income, if you have a large amount of

your other crocke into withholding allowances. Nanwage Income, if you have a large amount of nonwage Income, such as interest or dividends, con-sider making estimated tax payments using Form 1040-ES, Estimated Tax for Individuals, Otherwise,

Two asmerc/two lobe if you have a working Two earners two jobs, if you have a working spouse or more than one job, figure the total number of allowances you are entitled to claim on all jobs using worksheets from only one Form W-4. Your withtholding usually will be most accurate when all sllowances are claimed on the Form W-4 for the highest paying job and zero altowances are claimed on the others.

Nonresident sited. If you are a conrecident siten, see the instructions for Form 8233 before completing this Form W-4.

ing this Form W-4.

Check your withholding. After your Form W-4 takes effect, use Puts, B19 to see how the dollar amount you are having withheld compares to your projected total tax for 2008. See Puts, 918, especially if your earnings exceed \$130,000 (Single) or \$180,000 (Manied).

Recent name change? If your name on line 1 differs from that shown on your social socurity card, call 1-800-772-1213 to initiate a name change of the call 1-800-772-1213 to initiate a name change and obtain a social security card showing your cor-

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Name:	3. Employee's rate of pay:	8. Employee Acknowledgement:
Notice and Acknowledgment of Pay Rate and Payday Under Section 195.1 of the New York State Labor Law Notice for <u>Hourly</u> Employees	\$ Per Hour 4. Allowances taken:	On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my primary language is.
1. Employer information	None	Check one:
Name:	Tips Per Hour	1 have been given this pay notice in English because it is my primary language.
Novelis Corporation	Meals Per Meal	My primary language is
Physical Address:	Lodging	I have been given this pay notice in English only, because the Department of Labor
448 County Route 1A Oswego, New York 13126	Other	does not yet offer a pay notice in my primary language.
Mailing Address:	5. Regular payday: Thursday	
PO Box 28 Oswego, New York 13126	6. Pay is:	Employee/Name
Phone:	X Weekly	- Familyone Signature
(315) 349-0121	Bi-Weekly Other	1-23.14 Date
2. Notice given:		Bree Izard, HM Administrative Assistant
At Hiring	7. Overtime Pay Rate: 4\.7\\$ \$ Per Hour	Preparer's Name and Title
X On or before February 1	(This must be at least 1 ½ times the worker's	The employee must receive a signed copy of this form. The employer must keep the original for 6
Before a change in pay rate(s),	regular rate with tew cycloses.	years.
	Novelis - Subpoena 7/18/14 - 000086	

The following errors were corrected by KAPKAPC on 1 1 1673 due to a company voluntary internal audit

OMB No. 1615-0047; Expires 06/50/09

Form I-9, Employment Eligibility Verification

Department of Homeland Security U.S. Citizenship and Immigration Services

Please read instructions carefully before completing this form. The instructions must be available during completion of this form. ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work eligible individuals. Employers CANNOT specify which document(s) they will accept from an employee. The refusal to hive an individual because the documents have a future expiration date may also constitute likegal discrimination. Section 1. Employee Information and Verification. To be completed and signed by employee at the time amployment begins. Middle Initial Print Name: La Date of Bath (mondy/anylycen) ۲ بن **۸** Address (Street Name and Number) Social Security Zip CnA 3126 I sinest, under penalty of perjury, that I am (check one of the following) A citizen or regional of the United States I am aware that federal law provides for A lewful permanent resident (Aben #) A imprisonment and/or fines for false statements or use of fulse documents in connection with the An alien authorized to work until completion of this form. (# aoissimbA 10 % asilA) Employee's Signature 2012 Preparer and/or Translator Certification. (To be completed and signed if Section I is prepared by a person after their the employee) I energy under penalty of perjury, that I have assisted in the completion of this form and that to the best of my knowledge the information is true and correct. Preparer's Translator's Signature Dista (month/dopinear) Address (Street Name and Number, City, State, Zip Code) Section 2. Employer Review and Verification. To be completed and signed by simployer. Examine one document from List A OR examine one document from List B and one from List C, as listed on the reverse of this form, and record the title, number and expiration date, if any, of the document(s). AND OR Lier A Tocamen पंक्ष≥ः Issuing authorit Dacaman 4 Εχρήτετιου Βεκ (Γ΄ στη): Document # CERTIFICATION - I sriest, under penalty of perjury, that I have examined the document(s) presented by the above-named employee, that the above-listed document(s) appear to be genuine and to relate to the employee search, that the employee began employment on (month/depoyeer) 4-1/2 and that to the best of my knowledge the employee is eligible to work in the United States. (State employment agencies may omit the data the employee began employment.) Signature of Employer pe Authorized Representative Print Name Coo-Rolling CAROL M. Dillabough Bumpess or Organization Name and Address (Street Name and Number, City, State, Ein Code) DM# (πιοπιλείσσης ήνεισ H-12-12 Dovelts 448 Co. Kt. IA Oswego, 13126 NY Section 3. Updating and Revertification. To be completed and signed by employer. B. Dare of Rehire (month/day/year) (if applicable) A New Native (if opplicable) . C If employee's previous gram of work suthorization has expired, provide the information below for the dominant that establishes current employment shability. Expiration Date (if any) Document # i ariest, under peaulty of purjury, that in the best of my knowledge, this employer is eligible to work in the United States, and if the employer presented. document(s), the document(s) I have examined appear to be genuice and to relate to the individual. Deta (nipnin/dapro-ar). Signature of Employer or Authorized Represendance Form I-9 (Rev 06/05/07) N

Novelis - Subpoena 7/18/14 - 000164

Before a change in pay rate(s),	At Hiring	2. Notice given:	(315) 349-0121	Phone:	PO Box 28 Oswego, New York 13126	Mailing Address:	448 County Route 1A Oswego, New York 13126	Physical Address:	Novelis Corporation	Name:	1. Employer information	MPT. Arep/	Name: NUCK Hablonsky
(This must be at least 1 ½ times the worker's regular rate with few exceptions.)	7. Overtime Pay Rate: \$Per Hour 2 1	Other	Bi-Weekly	X Weekly	6. Pay Is:	5. Regular payday: Thursday	Other	Lodging	Meals Per Meal	TipsPer Hour	X None	\$ Per Hour 4. Allowances Taken:	3. Employee's rate of pay:
The employee must receive a signed copy of this form. The employer must keep the original for 6 years.	Erin Nalle Administrative Assistant Preparer's Name and Title	Date Date	Employee Signature	Mas Western.	Employee Name		does not yet offer a pay notice in my primary language.	I have been given this pay notice in English only, because the Department of Labor	My primary language is	thave been given this pay notice in English because it is my primary language.	Check one:	On this day, I received notice of my pay rate, overtime rate (if eligible), allowances, and designated payday. I told my employer what my primary language is.	8. Employee Acknowledgement:

ьроепа 7/18/14 - 000106

Jnited Steel,	T UNITED STEELWORKERS UNION REPRESENTATION! I HEREBY AUTHORIZE THE Paper and Forestry, Rubber, Manufacturing, Energy, Allied and Service Workers International Union, AFL-ci0+CLC (siso known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING.
Name (Print) Home address City 1-/1-/ Date NO/17 Employed by: Toppartnept	Street or Rural Foute NY, Street or Rural Foure NY, Street or Rural Foute NY, St
Are you intern	exted in joining the Organizing Committee? Yes (ase other side)
9	and collective bargaining rights. Initiation lees are waived for all current employees and no dues will be paid until your first contract has been accepted. You have the absolute democratic/jight Orotected by Federal Law, to organize and join the
	United Steelworkers. SD: E H E 附近 为证 By signing this card, you are taking an important step toward achieving a genuine voidelin workplace decisions that affect you and you

Exhibit No. QC.72. Identified X. Received "X Case No.: 3-CA-12193 Et Al Case Name: Novelis Corp Rep.: A.Morris Date: July 16-18, and 21-23, 2014 And September 8-12,2014

General Counsel's Exhibit GC7

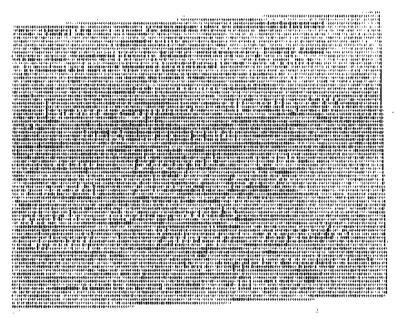




Exhibit No.<u>CC-84</u> Identified &... Received _X Case No.: 3-CA-12191 Et Al Case Name: Novelis Corp Rep. A.Morris Date: July 16-18, and 21-23, 2014 And September 8-12,2014

General Counsel's Exhibit GC 84

ES! I WANT UNITED STEEL, WORKERS UNION REPRÉSENTATION! I HEREBY AUTHORIZE THE	
nited Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO+CLC (also known in short as United Steelworkers or USW)	
TO REPRESENT ME IN COLLECTIVE BARGAINING.	•
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decisions that affect you and your family 2 d	

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TO REPRESENT ME IN COLLECTIVE BARGAINING.

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(Print)		Phone
Home address 2	996 5T RT 48 Street or Rural Route	
OSWEGO	/V Y	13125
City	State	Zip Code
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NOVELIS ,	Signature (Do Not Print Na	Ø2μ <u>ξ</u> 60
Employed by: SIA I FFINS	CRANE O	OPERMOR PS
Department	Shift Job Title	Rela
Are you interested in	oining the Organizing Committee?	\$601 5/05 === (see other side)



This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted.

You have the absolute democratic right, protected by Federal Law, to organize and join the United Steelworkers.

By signing this card, you are taking an important step toward achieving a genuine अव्यक्षिण workplace decisions that affect you and you निवासे

Exhibit No.GC-98_Identified X..., Received _X Case No.: 3-CA-12193 Et Al Case Name: Novelis Corp Rep.: A Morria Date: July 16-18, and 21-23, 2014 And September 8-12,2014

1231 110 011 - 111 - 111
I HEREBY AUTHORIZE THE
United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING.
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YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION!

This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted.

You have the absolute idefadorate) fight, protected by Federal Law, to organize and join the United Steelwork 항공 : Z H J 은 L 부탁을 되었다.

By signing this card, you are taking an important step toward achieving a genuine vilbe in workplace decisions that affect you कोर्ट भूगे। ुंबोर्गाप

Exhibit No. GC-99. Identified X. Received _X Case No.: 3-CA-12193 Et At Case Name: Novelis Corp Rep.: A Morris Date. July 16:18, and 21-23, 2014 And September 8-12,2014

General Counsel's Exhibit $G \subset \P$?

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decisions that affect you बाला you family.

United Steelworkers

Exhibit No. CC-104 Identified X Received X Case No.: 3-CA-17193 Et Al Case Name: Movelis Cotp Rep.: A Morris Date, July 16-18, and 21-23, 2014 And September 8-12,2014

YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION! I HEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC (also known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING.	٠.
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Date Signature(Uo Not Print Name) SS CAS G C Employed by: Location If (C)	
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Are you intorested in Joining the Organizing Committee? Yes 601 5/05 (see other side)	
CONTRACTOR	

This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted.

You have the absolute democration fight, protected by Federal Law, to organize and join the United Steelworkers Hd E1 HVF 1107

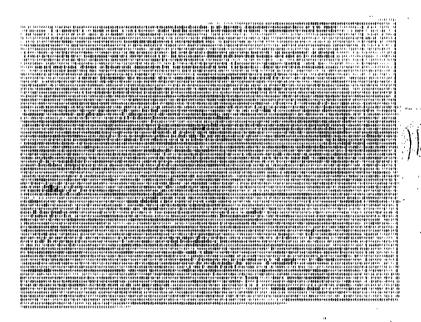
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Exhibit No.GC.11.L Identified X. Received .X Case No.. 3-CA-12193 Et Al Case Name: Novelis Corp Rep. A.Morris Date: July 16-18, and 21-23, 2014 And September 8-12,2014



Byhibit No.GC.LL2_Identified X... Received _X Case No.: 3-CA-12193 Et Al Cuse Name: Novelis Corp Rep.: A.Morris Date: July 16-18, and 31-23, 2014 And September 8-12,2014

General Counsel's Exhibit G C//2



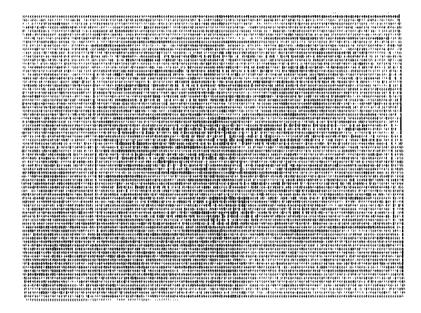


Exhibit No.53C-Li3_Identified X__ Received_X Case No.; 3-CA-12193 Et Al Case Name Novelis Corp Rep.; A.Morris Date: July 16-18, and 21-23, 2014 And September 8-12,2014

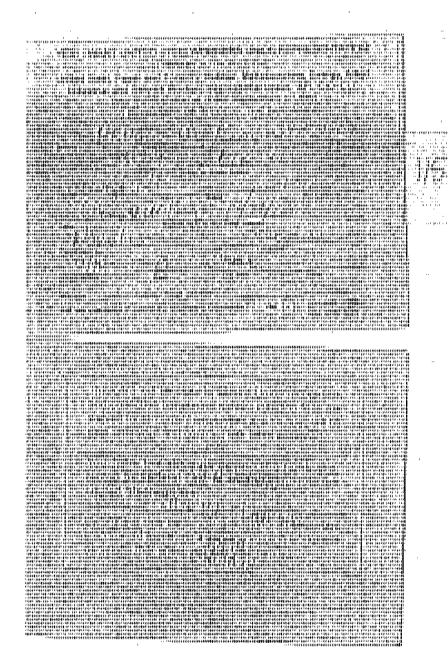


Exhibit No.GC.115. Identified X... Received _X Case No.: 3-CA-42103 Et Al Case Name: Novelis Corp Rep.: A Morris Date. July 16-18, and 21-23, 2014 And September 8-12.2014

General Counsel's Exhibit G C/15

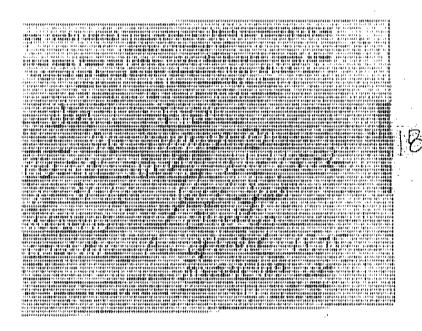
THEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers international Union, AFL-CIO-CLC (also-known in short as United Steelworkers or USW) TO REPRESENT ME IN COLLECTIVE BARGAINING. Name (Frint) Phone Street or Rural Route Collective Steel Code Street or Rural Route Collective Steel Code Collective Code Steel Code Collective Code Steel Code Collective Code Code	The second second
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This card will be used to secure Union recognition and collective bargaining rights. Initiation fees are waived for all current employees and no dues will be paid until your first contract has been accepted.

You have the absolute Asim@crafts_right, protected by Federal Law, to organize and join the United Steelworkers 0 . E Hd E | NYC 11112

By signing this card, you are taking an important step toward achieving a genuind voica in workplace decisions that affect you and you शिक्षेप

> Exhibit No.13C:112 Identified X., Received X Case No.: 3-CA-12193 Et Al Case Name Novelis Corp Rep.: A.Morris Date: July 16-18, and 21-23, 2014 And September 8-12, 2014



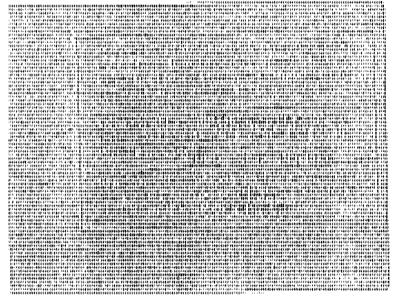


Exhibit No.GC-118, Identified X.... Received ...X Case No.: 3-CA-12193 Et Al Case Nature: Novelts Corp Rep: A Morris Date: July 16-18, and 21-23, 2014 And September 8-12,2014



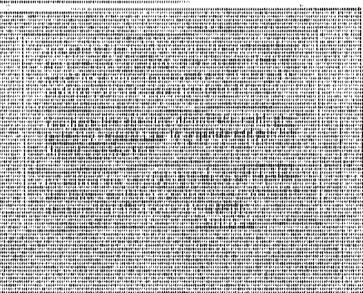


Exhibit No.GC.129_Identified X._ Received _X Case Not. 3-CA-12193 Rt Al Case Notes. Novelis Corp Rep.: A Morris Date: July 16-13, and 21-23, 2014 And September 8-13,2014

Provided Counsel's Exhibit 60/20

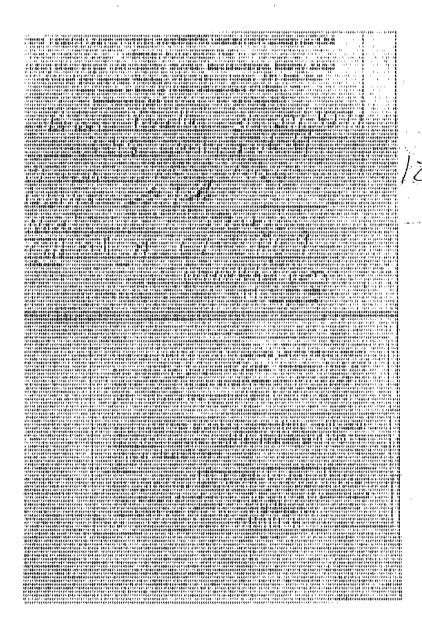


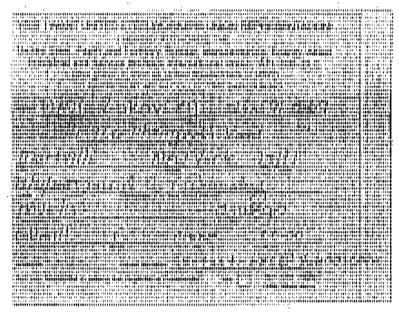
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General Counsel's Exhibit GC/2/

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General Counsel's Exhibit 60122





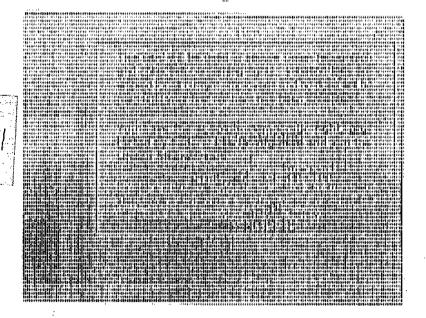


Exhibit No. GC-124. Identified S.... Receiver ... X Case No.: 3-CA-12193 Rt Al Case Name: Novelis Corp Rop.: A Morris Date: July 16-18, and 21-23, 2014 And September 8-12, 2014

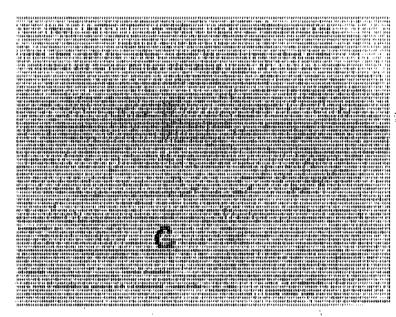
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By signing this card, you arg taking an important step toward achieving a genume voice in workplace decisions that affect you and your tamily.

Exhibit No.GC-125 Identified X... Received ...X Case No.: 3-CA-12193 Et Al Case Name: Novelis Corp. Rep.: A Morris Date: July 16-18, and 21-23, 2014 And September 8-12,2014





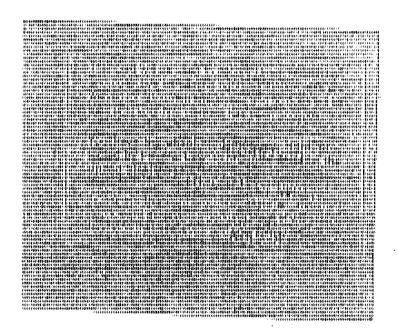
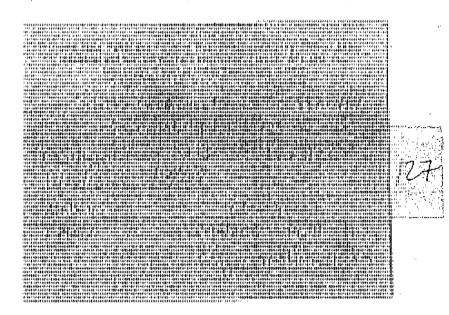


Exhibit No. GC-126 Identified X Received X Case No.: 3-CA-12103 Et At Case Name Novelis Corp Rep.: A Morris Date, July 16-18, and 21-23, 2014 And September 3-12, 2014

General Counsel's Exhibit 6C/26



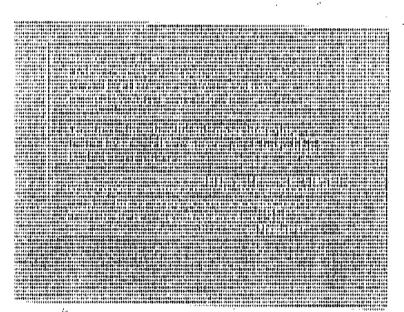


Exhibit No.GC_127_Identified X__ Received _X Case No.: 3-CA-12193 Et Al Case Name: Novelis Corp Rep.: A Morris Date. Infy 16-18, and 21-23, 2014 And September 8-12, 2014

YES! I WANT UNITED STEELWORKERS UNION REPRESENTATION!		
I HEREBY AUTHORIZE THE United Steel, Paper and Forestry, Rukber, Manufacturing, Energy, Alliad Industrial and Service Workers International Union, AFL-CIO+CLC (also known in short as United Steelworkers or USW)		
TO REPRESENT ME IN COLLECTIVE BARGAINING.		
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Exhibit No.GC-128_Identified X.., Received ...X Case No.: 3-CA-12193 Et Al Case Name. Novelis Corp Rop.: A Matris Date July 16-18, 4nd 21-23, 2014 And September 8-12,2014

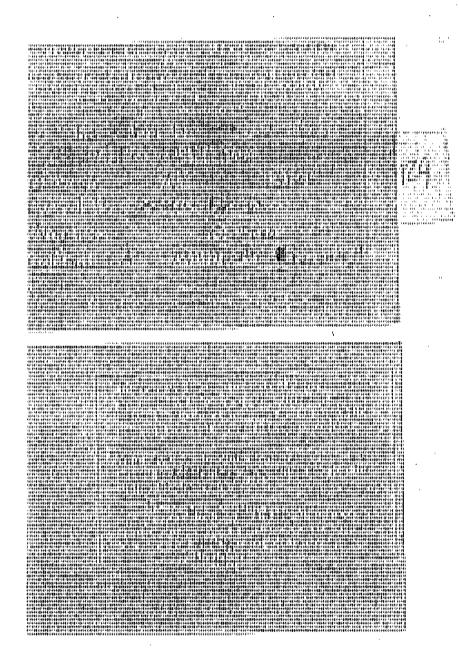
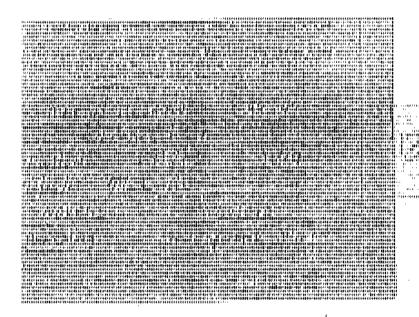


Exhibit No.GC-12B Identified X. Received X Case No.: 3-CA-12193 Et Al Case Name: Novelis Corp Rep.: A.Morris Date: July 16-18, and 21-23, 2014 And September 8-12, 2014



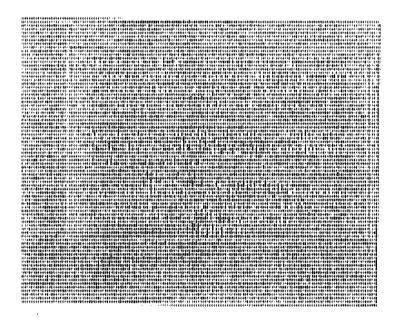


Exhibit No.GC:130_Identified X... Received _X Case No.: 3-CA-12193 Et Al Case Name: Novelis Corp Rep.: A.Morris Date July 16-18, and 24-23, 2014 And September 8-12, 2014 David Girard </O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP

(FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3F3907D94E0C4B59B5F2CA7510DB6D2D-

DAVID.GIRARD@NOVELIS.COM>

Thursday, January 30, 2014 11:25 AM Sent: To:

Daniel Taylor < Daniel Taylor@novelis.com>; Benjamin Bonney

<benjamin.bonney@novelis.com>; Richard Knox < Richard.Knox@novelis.com>

Brandon Lagoe < Brandon. Lagoe@novelis.com> Ce:

Subject: FW: It's Your Choice - Collective Bargaining Agreement

Attach: Novelis~OswegoCommunication~CollectiveBargaining012914 FlNAL.pptx

Guys,

From:

Attached is the presentation from this morning. Do you think we need to pull people from their machine centers to discuss this? Or will a walk through and discussion with the teams be sufficient?

Also, some notes from the morning meeting:

- -Chris Smith was out on the shop floor in RM yesterday. Met with some people and the feedback has been positive.
- Seeing people wearing stickers stating "one more chance" and "stop & think" both positive for the company.
- FYI: Novelis is required by law to provide the USW with the names and HOME ADDRESSES of all people in the proposed bargaining unit. The USW can do what it likes with the information, but we have to provide it.
- Scrap bay is over full We need to move metal to RM or offsite ASAP. O'head door parts should be here today.

HM: 102.4% MTD

CM: making progress. Pack line down day for tomorrow has been cancelled

CASH: ran 16 coils yesterday Fact. Accept Testing continues today

Ops: ingot inventory currently at 29.3M with 8.5M in transit.

We need to watch our truck unload times closely - we have seen a slow-down this week in ingot receiving, which slows

Thanks,

Ď-

David P. Girard Shipping, Receiving, and Packaging Manager Oswego Works - Automotive and Specialty Products

Office: (315) 349-0177 Mobile: (315) 591-8612 david girard@noyglis.com

Not just Aluminum, Novelis aluminum

From: Cheryi Ascenzi

Sent: Thursday, January 30, 2014 8:31 AM To: Oswego Managers; Jusher4reed@aol.com

Subject: It's Your Choice - Collective Bargaining Agreement

Cheryl Ascenzi HR Business Partner

_ Received — Rejected No. Pas:

Novelis 20-000400

OCEXL 131

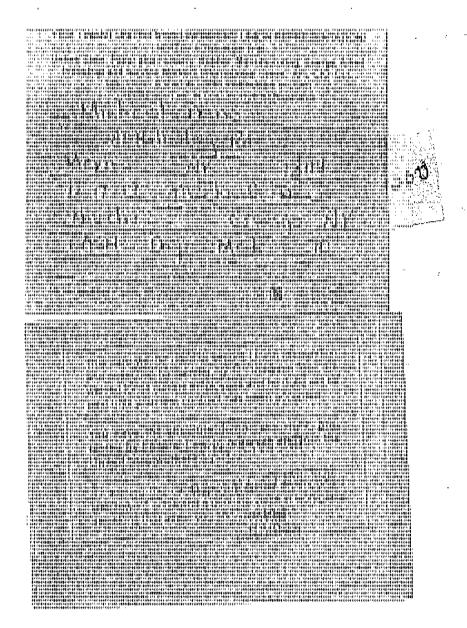


Exhibit No.GC-200_Identified N._ Received ...X Case No.: 3-CA-12193 & Al Case Name: Novelis Corp Rep.: A Morris Date: July 16-18, and 24-23, 2014 And September 8-12,2014



HUNTON & WILLIAMS LLP SUITE 4100 600 PEACHTREE STREET, N.E. ATLANTA, GEORGIA 30308-2216

TEL 404 • 888 • 4000 FAX 404 • 888 • 4190

KURT A. POWELL DIRECT DIAL: 404 • 888 • 4015 EMAIL: kpowell@hunton.com

FILE NO: 77786,000004(49907941)

March 17, 2014

Via Agency's Electronic-filing system located at www.nlrb.gov

Ms. Patricia E. Petock Field Examiner National Labor Relations Board, Region 3 130 South Elmwood Avenue, Suite 630 Buffalo, NY 14202-2465 Exh. No: 201 Received Rejected

Case No.: 03-CA-12/293 et al

Case Name: Novelis Corp

No. Pas: Date 9-2-14 Rep: Am

Re:

Novelis Corporation Case Numbers: 03-CA-121293; 03-CA-121579; 03-CA-123346; and 03-CA-123526¹ (the "Charges")

Dear Ms. Petock:

This firm represents Novelis Corporation ("Novelis" or "Company"), in connection with the above-referenced Charges filed by the United Steelworkers (the "Union"). Please direct any future correspondence regarding these Charges to the undersigned's attention. Without waiver of any rights, the Company files this position statement in response to the Charges filed by the Union, some of which are further outlined in your February 10, 2014 letter to Novelis corporate counsel.²

Novelis denies the Union's Charges. Throughout the course of the pre-election period, Novelis campaigned on facts, communicated in a professional manner, and respected

ATLANTA AUSTIN BANGKOK BEIJING BRUSSELS CHARLOTTE DALLAS HOUSTON LONDON LOS ANGELES MCLEAN MIAMI NEW YORK NORFOLK RALEIGH RICHMOND SAN FRANCISCO TOKYO WASHINGTON

¹ The Company also received a charge dated February 18, 2014, which did not have a case number assigned. This position statement also responds to the allegations in that charge.

² This position statement is based on Novclis' investigation to date of the scant allegations contained in the Union's Charges. Novelis expressly reserves the right to supplement, amend, correct or modify this position statement based upon further clarification of the Charges and/or subsequently acquired or discovered information. This position statement is not intended to be used as evidence in any Board hearing or court proceeding in support of any allegation advanced by the Union. Additionally, this letter should not be construed or interpreted as waiving any defenses available to Novelis in responding to the Union's Charges or other allegations. Further, nothing in this response may be used as an admission by Novelis in any administrative or judicial proceeding. Finally, Novelis requests that this position statement be afforded confidentiality to the extent permitted by law.

Ms. Patricia E. Petock March 17, 2014 Page 2

the opinions of all employees. The respectful and professional communications of the Company were in sharp contrast to the Union's campaign, which included misleading information, defamatory comments and outrageous characterizations such as a "snake charmer" portrayal of the Company's parent company in India.

During the campaign, Novelis fully and fairly explained that the collective bargaining process was a "give and take" process which the Company would undertake in good faith if the Union was elected to represent employees. Indeed, as the employees at the Oswego Works plant were well aware, the Company has other long-standing unionized facilities and has successfully negotiated union agreements at those facilities. Novelis did communicate that the results of collective bargaining would depend on good faith bargaining and could yield benefits greater, identical or less than the status quo in Oswego. The Company also transparently and lawfully shared its view that a union was not in the best interests of Novelis or its employees. At the same time, Novelis always encouraged all employees to vote – a fact evidenced by 94% voter turnout in an electorate that included nearly 600 people. Simply put, in stark contrast to the Union, Novelis conducted a fair and lawful campaign that enhanced employee free choice.

Ultimately, the Charges are the Union's attempt to leverage the Company after the Union failed to establish majority support at Novelis' Oswego Works Plant upon a fair vote administered by the NLRB. The Union effectively seeks to challenge the Company's exercise of its rights to express opinions about unionization and to provide employees with factual information pertinent to whether they should select the United Steelworkers as their bargaining representatives. The Board should reject the Union's attempt to stifle Novelis' lawful exercise of its rights. The Charges should be dismissed.

Although the Charges are so vague that they prevent a full response, without waiving any rights, the Company more specifically responds as follows to the allegations contained within the Charges:

The Company Did Not Unlawfully Alter NLRB Documents or Mislead Employees

The Union's allegation that the Company unlawfully altered and presented NLRB documents in an effort to mislead employees is false. In reality, it is the Union that attempted to mislead workers.

Ms. Patricia E. Petock March 17, 2014 Page 3

Specifically, the Union filed an unfair labor practice charge and alleged to the Board that the Company had unlawfully restored Sunday premium pay and overtime policies. The Union then denied having made these allegations and misrepresented to employees that it had not challenged the Company's 2014 wage, benefits and working conditions as being unlawful. In response to employees' inquiries about these deceptions by the Union, the Company shared the Board's February 10, 2014 letter, redacting non-pertinent information such as employee names in an effort to protect those whom the Union falsely accused of engaging in unlawful behavior. (See Exh. A and B.)³

That the Union would falsely claim it did not challenge Novelis' 2014 compensation and working conditions package and then double down by falsely claiming Novelis unlawfully altered NLRB documents should undermine every Charge the Union advances. The Union's allegations in this regard are utterly untrue. The Company was entitled to share the facts with employees to counter the Union's false and misleading claims. Such communications by the Company are lawful.

The Company Did Not Threaten Employees

The Union's allegations of unlawful threats against employees also are unfounded. The Company's communications were confined to factual information and lawful expressions of opinion. Explaining to employees that the collective bargaining process could result in all terms and conditions of employment being negotiated such that employees could end up with more, the same or less than they had before bargaining began is not an unlawful threat. Rather, it is a factual data point critically important for voters to understand before making a decision. At no time did the Company ever threaten any adverse action against employees who may have supported the Union. Nor is there any allegation of threats of discipline arising out of the campaign. The reason for this is simple — the Company actually did not issue threats or attempt to persuade employees through any coercive conduct.

Although not within the scope of any asserted facts in any of the Charges, your February 10 letter indicates that the Union contends Novelis announced changes to its premium pay system and overtime calculation process in response to learning of an ongoing organizing campaign. In reality, the Company's announcement of the 2014 wage, benefits and working conditions was consistent with its annual review process, including receiving and responding to employees' feedback before receiving any demands, notices or petitions from the USW.

Ms. Patricia E. Petock March 17, 2014 Page 4

The Company Did Not Interrogate Employees Regarding Union Support

The Company also denies the Union's allegations that the Company unlawfully interrogated employees about their union support. To be sure, Novelis's campaign highlighted the Company's view on the merits of self-representation versus union representation. Because of the open environment at Oswego Works, many employees supporting or opposing the Union openly shared their views with co-workers and management. Discussions about the pros and cons of union representation occurred frequently among employees. But, the Company did not unlawfully interrogate anyone. Nor would it make any sense for the Company to interrogate a few employees in a potential bargaining unit of nearly 600 employees, as alleged by the Union. And perhaps most importantly, the Company consistently encouraged all unit members to vote regardless of whether they supported unionization. (See Exh. C.) The Company denies engaging in unlawful interrogation of employees about union support or a lack thereof.

The Company's Solicitation and Distribution Policies Were Lawful, Appropriate and Applied Neutrally

The Union also alleges that the Company's solicitation and distribution policies and related actions were unlawful. In truth, Novelis maintained a non-discriminatory, neutral policy that prohibited littering the plant with campaign materials and prohibited the use of the Company's bulletin boards in work areas for any Section 7-related solicitations — whether in support of or against the Union. Of course, the Company could not control what hundreds of employees may have distributed or removed from non-work areas in a plant measuring 1.6 million square feet and sitting on 500 acres. Nor could the Company reasonably be expected to successfully police the removal of union literature by employees opposed to union representation or the removal of anti-union literature by employees supportive of union representation. To the extent union or anti-union literature was removed because of the content or viewpoint expressed, the Company did not participate in or encourage such actions. The Company denies it replaced union literature with anti-union literature, denies policing break areas, denies engaging in unlawful (or any) surveillance of its employees, and denies that it in any way disparately enforced its solicitation and distribution policies.

Ms. Patricia E. Petock March 17, 2014 Page 5

The Company Did Not Poli Employees and Did Not Force Employees to Say They Would Vote Against the Union

The Union also asserts that the Company unlawfully intimidated, coerced, polled, and harassed employees by forcing them to say they would vote against the Union. The Company never inquired how any employee would vote, never encouraged anyone to do so, and never forced any employee to say how they would vote, whether for or against the Union. During the campaign, Company managers explained the NLRB ballot process by informing employees that if they did not want to be represented by a union, they needed to vote "no" and that a "yes" vote was a vote for union representation. The Company certainly communicated its view that the United Steelworkers was not a good choice for employees or Novelis, but in doing so, it did not harass, intimidate, coerce or poll employees in any way. Rather, Novelis did its best to ensure that workers understood the impact of a "yes" or "no" vote, and always encouraged all employees to vote, whether for or against union representation.

The Company Did Not Violate the Law by Rejecting the Union's Demand for Recognition

The Union alleges that the Company unlawfully refused to bargain with the Union upon showing of authorization cards. Indeed, had the Company chosen to agree to the Union's demand, it would have alienated the majority of its workers who rejected the United Steelworkers and run afoul of the Act by recognizing a Union without majority support. It is not an unfair labor practice for the Company to exercise its right to a secret ballot election under the Act to determine whether the Union should represent workers, and indeed, despite a lengthy, aggressive and misleading campaign by the Union, the election demonstrated that the Union does not have majority support. Surely the Union must know that Novelis had no obligation to bargain with the Union upon a purported showing of authorization cards. Linden Lumber Division v. NLRB, 419 U.S. 301 (1974); see also Terracon, Inc., 339 NLRB 221 (2003), enfd. 361 F.3d 395 (7th Cir. 2004).

Ms. Patricia E. Petock March 17, 2014 Page 6

The Charges are meritless. Accordingly, Novelis requests that the Board dismiss all pending Charges. At a minimum, the Charges should be held in abeyance pending resolution of the Union's election objections. In the event the Board seeks additional information regarding the Charges, however, please do not hesitate to contact me.

Sincerely,

Kurt Powell
Kurt A. Powell

KAP:alp Attachments

AGREEMENT

Between

Novelis Corporation

and

the

United Steelworkers

AFL-CIO-CLC Local 103-A

TERRE HAUTE, INDIANA

February 1, 2011

to

February 1, 2016

3-CA- 21293
CASE NUMBER X37
EXHIBIT NUMBER: X37
ID'D REC'D DATE

10/20/14

Respondent's Exhibit 37-1

CASE TIMBER

AGREEMENT

This Agreement entered into this first day of February, 2011, reached through collective bargaining by Novelis Corporation, Terre Haute, Indiana (hereinafter referred to as the Company), and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC, on behalf of Local 103-A (hereinafter referred to as the Union).

ARTICLE 1 Recognition and Application of Agreement

Section 1. Pursuant to the Certification on September 16, 1959, by the National Labor Relations Board, the Company hereby recognizes the above designated Union as the exclusive representative of all production and maintenance employees of the Company at the Terre Haute Plant for the purpose of collective bargaining in respect to rate of pay, hours of work and other conditions of employment as provided by the National Labor Relations Act, as amended: provided as stipulated in the Certification of September 16, 1959, that such representation shall not include office clerical employees, laboratory employees, janitors, technical employees, guards, professional employees and supervisors as defined in the Act.

Section 2. This Agreement shall be binding on both the Company and the Union and shall be faithfully performed by each.

Section 3. In the event the Company expands its operation along presently constituted lines of operations at Terre Haute, Indiana, this Agreement shall become applicable at once.

ARTICLE 2 Compliance with State and Federal Laws

Should any provisions of this Agreement be held by proper authority to be in conflict with any Federal or State Law, or become in conflict with any such law, it is agreed that such fact shall not operate to cause other provisions herein which do not so conflict to be inoperative, but such conflicting provisions shall be revised to conform to such law. In the event any benefit provided for herein is reduced by such applicable law, the affected provision shall be revised to provide the maximum allowable under such law.

The Company and the Union shall not discriminate against any employee on account of race, color, sex, creed, marital status, age, handicap, Vietnam era veteran, or national origin. All masculine pronouns in this Agreement include the feminine gender.

Respondent's Exhibit 37-2

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ARTICLE 3 Strikes and Stoppages

- (a) During the term of this Agreement, the Union will not for any reason cause or permit its members or any employees to cause nor will any member of the Union or any employees take part in or in any way, threaten, encourage, or sanction any strike, including slow-downs, sit-downs, stay-ins, walk-outs, or any other action which shall restrict, curtail, interrupt, or interfere with work or production at the plant or prevent or attempt to prevent uninhibited and unrestricted access and egress of any person to and from the plant.
- (b) During the term of the Agreement, the Company will not lockout the employees covered by this Agreement on account of any controversy with the employees respecting the provisions of this Agreement; however, that this shall not be interpreted as interfering in any way with the Company's right to extend, limit, or curtail its operations or to shut down completely such operations or the plant when, in its sole discretion, it may deem it advisable to do so.
- (c) The Company may discipline or discharge any employee who violates the provisions of this Article. The employees will have the right to appeal to the Grievance Procedure and/or Arbitration Procedure only as to the determination of the question of (a) did a strike occur, (b) did the employee participate.
- (d) Either party may submit any claim of violation of this Article directly to a court of that party's choice for injunctive relief and the other party expressly waives the right to remove the suit to another court.
- (e) All employees' benefits unless specifically provided for differently, in master policies, shall be terminated upon the commencement of a strike.

ARTICLE 4 Union Shop Clause

On the thirty-first (31st) day after the date of this Agreement or the commencement of employment, whichever is later, all present and new employees of the Company who are members of the bargaining unit covered by this Agreement will become members of the Union and maintain such membership in good standing throughout the life of this Agreement as a condition of employment, provided, however, that the Company shall not be required to take any action under this Section with respect to any employee if it has reasonable grounds for believing that the membership in the Union was not made available to the employee on the same terms and conditions generally applicable to other members, or if it has reasonable grounds for believing that membership was denied or terminated for reasons other than failure of the employees to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership.

The Union agrees to indamnify and save the Company harmless from any and all actions, which it may be required to take under application of this Article.

Respondent's Exhibit 37-3

A-0945

ARTICLE 5 Notice of Assignment for Union Dues

The Company agrees to deduct initiation fees, assessments, and regular union membership dues upon receipt by it of a written order from any employee in the bargaining unit in the following form and according to the terms thereof:

NOTICE OF ASSIGNMENT TO NOVELIS CORPORATION TERRE HAUTE, INDIANA

i, the undersigned, hereby direct Novelis Corporation to deduct from my wages the duly approved monthly dues, assessments, and initiation fees. This amount to be advised you in writing by the International Union Secretary-Treasurer to the Company and the monthly dues shall be deducted weekly.

The sums of money so deducted shall be used for payments of regular membership dues, and you are hereby directed to make payable to the International Secretary-Treasurer, United Steelworkers, AFL-CIO-CLC, Five Gateway Center, Pittsburgh, PA 15222, together with the required dues forms. Also, a copy of the check and dues forms shall be sent to the Financial Secretary of Local 103-A of Terre Haute, Indiana.

Social Security Number

Clock No.

Date of Hire

Signature of Employee

Address

The Union agrees to indemnify and save the Company harmless from any and all actions, which it may be required to take under application of this Article.

ARTICLE 6 Seniority

Section 1. Seniority shall be established after an employee (but not Temporary employee) has completed one hundred fifty (150) calendar days of work and shall relate back to the date of their employment. The Company agrees to notify the Union when employees have completed their one hundred fifty (150) calendar days. During the above mentioned period, new employees will be considered as probationary employees and may be discharged without recourse to the grievance procedure provided such employees shall

Respondent's Exhibit 37-4

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be eligible for all other benefits embodied in this Agreement after the completion of their first thirty (30) days of employment.

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The Company agrees to provide the Financial Secretary of the Union with an up-to-date seniority and mailing list within (15) days of the end of each calendar quarter. The Union agrees to provide the Human Resources Department with a current list of Union officers within fifteen (15) days of the end of the calendar year, or as mutually agreed by the Local Union President and the Human Resources Manager.

The Company agrees to place a bulletin board in the plant for the exclusive use of the Union for purpose of their posting the seniority list.

Section 2. Plant seniority is defined as an employee's length of continuous service at the Novelis Corporation, Terre Haute, Indiana, plant beginning September 15, 1958.

In case two (2) or more employees are hired on the same day, their seniority shall be governed alphabetically according to the original name under which they were hired.

Section 3. Granted leaves of absence will not be considered as a break in seniority.

Section 4. Seniority shall be terminated under this Agreement if:

- (a) an employee quits,
- (b) an employee is discharged and not reinstated,
- (c) an employee is laid off in excess of five (5) years,
- (d) an employee fails to report to work after a recall as provided in Article 12,
- (e) an employee does not return to work from leave of absence at the end of the time granted, including any extension,
- (f) an employee is absent from work for a period of five (5) working days without notifying the Company and furnishing a satisfactory reason, or
- (g) an employee, while on Personal Leave of Absence, accepts another job or performs job duties that are inconsistent with the reason(s) the employee is on Personal Leave from the Company, or
- (h) an employee, while on Medical Leave of Absence, accepts another job or performs job duties that are inconsistent with the reason(s) the employee is on Medical leave from the Company.

Section 5. In the event it is deemed necessary to establish new progression areas or consolidate existing progression areas, portions thereof or classifications, or move operations from one progression area to another within the plant, the Company and the Union shall mutually agree as to the conditions, seniority status and other matters affecting those employees involved in such a move.

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Section 6. In the event an employee receives a permanent occupational injury or illness during the course of their employment with the Company that prohibits them from doing their regular job, and their permanent injury has been substantiated by their personal physician and the Company physician, the Company and the Union Executive Board may mutually agree on a job that they may be placed in. In the event of a disagreement between the employee's personal physician and the Company physician, the matter will be submitted to a third physician mutually agreed to by the employee's personal physician and the Company physician. The parties may mutually agree on a job or jobs based on the recommendation of the third physician. In placing the permanently injured employee on a new job the same process will apply as if they were being laid off and they may bump or bid into an agreed to job or jobs regardless of their seniority. They will not be subject to being bumped from their new job. The job opening created by their move will be posted for bid. The injured employee moving to the new job will receive the rate of the new job and will not be subject to the regular layoff procedure except when they do not have sufficient seniority to remain on plant site.

If an employee recovers partially from their disability and the Company and the Union Executive Board mutually agree that they can safely fulfill a particular higher rated job, the same procedure as referred to above will apply. In this instance, however, regular bidding and layoff procedures apply. The employee will have super seniority only in the first job to which they were assigned.

After an employee has been permanently placed due to an occupational injury, the Company may, at its expense, require the employee to undergo an annual re-evaluation to determine if their condition has changed. The permanently placed status of the employee may be changed after the re-evaluation.

If an employee completely recovers from their disability and the Company Medical Department releases them from any restrictions, they may then exercise normal bidding rights.

Section 7. If an employee develops a correctable physical condition that causes them to be removed from their bid job, they will be reinstated to their bid job once they have had the condition corrected. It is expected that the time period for the correction will be a reasonable period as established by the employee's personal physician with the concurrence of the Company physician, but in no case shall exceed six (6) months. Extensions to the six (6) month period may be mutually agreed to as necessary by the Union President and the Human Resources Manager. Employees disqualified under this section will be allowed to use their seniority to bump into any pool position that they may be able to perform.

ARTICLE 7 Work Week

Section 1. The work week shall consist of seven (7) successive days beginning at 12:01 a.m. Monday morning and ending at 12 midnight Sunday night of each week. For the purpose of this article, work week/shift start-stop times are as determined under crew concept guidelines and agreed upon by the company.

Respondent's Exhibit 37-6

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Section 2. Time and one-half will be paid for all hours in excess of forty (40) hours in any one work week.

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Section 3. Eight (8) hours of work shall constitute a day's work and all work performed in excess of eight (8) hours in any successive twenty-four (24) hour period beginning at 12:01 a.m. Monday, shall be paid for at the rate of time and one-half (except as provided in Article 8, Section 6 and Article 11, Section 1). Time worked by an employee in one work day, which is continuous to a full shift worked on another day, will be considered overtime for the purposes of this Section.

For the purpose of computing consecutive days worked any day on which an employee is scheduled to work and performs two (2) or more hours work during the regular scheduled hours (or receives at least four (4) hours pay under Section 7 and/or Section 8 of this Article) shall be considered as a day worked for purposes of computing overtime.

Section 4. Holidays not worked or days spent on jury duty or funeral leave will be considered as days worked when computing the overtime provisions.

Section 5. Time and one-half premium pay will be paid for hours worked on Saturday as such. Time and one-half will be paid for all hours worked on the sixth (6th) consecutive day of work performed in the work week. Double time will be paid for work performed on the seventh (7th) consecutive day of work in the work week. Double time premium pay will be paid for hours worked on Sunday as such. For employees hired on or after February 1, 1996, the premium calculation for "as such" premium will be paid at one and one-half (1-1/2) for Sunday for the new hire wage rate phase-in period.

Section 6. Overtime pay and/or premium pay will not be duplicated or pyramided. Only the highest single applicable overtime or premium payment will apply.

Section 7. An employee scheduled for work that reports in to supervision as scheduled but is not used will be paid a minimum of four (4) hours at their established rate; if used part of the scheduled shift but not all, an employee will be paid a minimum of eight (8) hours at their established rate.

The guaranteed hours of pay in this Section will not apply when work is not available due to strike at the Terre Haute Plant, riot, equipment failures, occurs beyond the Company's control. Short shifts may be scheduled on the day before or the day after recognized holidays and for annual inventory scheduling and daylight savings time changes without the eight (8) hours clause applying. Short shifts may be scheduled for other reasons when mutually agreed to by the Company and the Union Executive Board without the eight (8) hours clause applying.

Weekly work schedules will be final at 4:00 p.m. on Thursday of each week. If an employee's work schedule is changed after 12:00 noon on Friday (or after 6:00 a.m. on Friday for third shift employees) and the employee is not scheduled for further work that week, the Company will make a reasonable attempt to contact them. If the Company contacts them prior to reporting in, the guaranteed hours of pay in this Section will not

apply. A Union Representative or Hourly employee will be present if a telephone call is necessary.

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Section 8. When an employee is called in to work due to an emergency call-in before or after, but not continuous with their regular schedule they shall be paid four (4) hours at time and one-half, or for actual hours worked at their regular rate, whichever is greater.

Section 9. The funch period for all shifts shall be a twenty (20) minute paid lunch period. Employees will start their lunch period between the 3rd and 5th and a half hour of their scheduled shift (example: 1st shift scheduled 8:00 a.m. - 4:00 p.m. begins lunch from 11:00 a.m. - 1:30 p.m.). It is understood that lunch periods may be staggered to permit equipment to be operated continuously. If an employee's lunch period is scheduled beyond these limits, they will be paid time and one-half for such lunch period. Employees required to work four (4) hours beyond their regular shift shall be furnished \$5.00 through payroll for an overtime lunch, provided they have not been notified of such overtime prior to coming to work (for example: coming in early or staying over for a known reason does not qualify). Overtime lunch money must be marked by the employee on the shift labor card during the shift for which the lunch money is to be paid. It is expected that lunch will be eaten within fifteen (15) minutes and it is understood that this lunch period may be staggered to permit equipment to run continuously.

Section 10. Payment of overtime work and premium work shall be figured upon the base rate including the proper shift differential.

ARTICLE 8 Shift Schedules and Differentials

Section 1. The Company shall designate the number of employees to work by classification on each shift. There shall be two (2) types of non-rotating shift schedules to cover the work assignments, they are:

- (a) Normal shifts as established by the Company, and
- (b) Twenty-one (21) turn shift schedule for seven (7) day, twenty-four (24) hours per day continuous operations which may include a swing shift. The Company agrees to utilize the present twenty-one (21) turn schedule whenever it determines a schedule other than a normal schedule is necessary.

Section 2. The Company shall have the right to place part of a classification in any progression area on a twenty-one (21) turn schedule. When that happens, the employees will be assigned to the shifts according to their formal shift preference request and seniority.

Section 3. When more than one (1) shift is required in any classification, shift preference will be recognized on the basis of plant seniority within the job classification. The most senior employee in the classification given first preference and on down the list.

Respondent's Exhibit 37-8

A-0950

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Exception #1:

For the purpose of shift preference, the classification in each of the specific lines of progression in the maintenance progression area will be grouped as follows: (1) General and Senior classification, (2) Junior classifications and (3) Helper Trainee classifications.

It is understood that employees in the Junior classification will be divided as equally as possible between shifts and that employees in the Helper Trainee classification will also be as equally divided as possible between shifts.

For purposes of shift preference only, an employee in a Junior classification will automatically after ten (10) months be grouped with the employees in the General and Senior classifications.

Section 4. Employees may change their Shift Preference electronically between February 15 and February 28, and between August 15 and August 31 of each year. Between March 1 and March 15, and between September 1 and September 15, the Company will compile and reconcile the shift preferences. The preferences will then be available for viewing by the employees after March 15 and after September 15. Assignments will be made based upon these preferences effective the first Monday after April 1 and October 1, and shall remain in effect unless and until modified during a later shift preference change period as provided in this Section.

New employees will designate their shift preferences at the end of their probationary periods, or upon qualifying for a bid or assigned job, whichever is earlier.

Any employee who was not actively at work for the entire duration of a period for submitting changes must submit any desired changes to the Human Resources Department within seven (7) days of returning to work following such period.

Employees will move toward their shift preference to fill a temporary vacancy when that vacancy is known to be three (3) weeks or more.

Section 5. Permanent Shift Assignments.

- (1) Each year on the first Monday of April and the first Monday of October, employees will be assigned to shifts within their classifications according to their plant seniority and shift preference designation.
- (2) An employee who receives their choice of shifts will remain on that shift until the next semi-annual review unless they lose their shift preference as the result of bumping, bidding, or a reduction of forces.
- (3) Employees on other than their first preference of shifts will be moved toward their first preference in accordance with their seniority as conditions permit.
- (4) When bidding, bumping or a reduction of forces occur affecting a job classification, the following will determine the assignment of shifts in the job classification affected:

- (a) Plant seniority within the classification.
- (b) Last shift preference on file. Such shift preference assignment will be made when the employee or employees entering the new classification have qualified and must be incorporated in the next regular weekly work schedule meeting.

Section 6. Temporary Shift Assignment.

Employees may be temporarily assigned to shifts regardless of preference as follows:

- (1) For the purpose of receiving training on any shift. The training period shall be dependent upon training requirements.
- (2) During the time required to fill a vacancy in a classification in compliance with the upgrade, downgrade and temporary transfer procedure.
- (3) To fill temporary vacancy created by absence due to vacation, sickness, leave of absence, when not filled on a temporary bid basis.
- (4) In cases where the operations of shift preference should result in there being insufficient employees on shift who are qualified to perform the work.
- (5) When a shift is added until a qualified crew is available.
- (6) To allow for unusual situations or personal requirements, an employee may wish to work a different shift for a temporary period of time. In such cases, the employee may exchange shifts with a fellow employee in their classification and such temporary shift changes may be made on application in writing to management. No time and one-half rate of pay will be paid on a regular day due to this concession. All such shift changes up to accumulated thirty (30) working days per year will be granted on a daily or weekly basis. Provided both employees are scheduled to work on that day or that week. There shall be no three-way shift trades or trading of days off. All requests beyond the thirty (30) day time limit must be submitted in writing. Upon review, these requests may be granted if the employees are in agreement and it is determined that no employee is being harmed by the extension. If it is determined that the extension is preventing an affected employee from exercising their shift preference rights, the extension will be null and void.

Section 7.

- (1) First shift includes any shift starting between 5:00 a.m. and 10:00 a.m.
- (2) Second shift includes any shift starting between 10:01 a.m. and 5:59 p.m.
- (3) Third shift includes any shift starting between 6:00 p.m. and 4:59 a.m.

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The following differentials will apply:

- (1) Second shift work twenty-five cents (25¢) per hour.
- (2) Third shift work thirty cents (30¢) per hour.

Section 8.

It is understood that when an employee's regular weekly schedule is completed at 12:00 p.m. on Sunday and the employee is scheduled by the Company to work the 12:00 a.m. to 8:00 a.m. shift the following week, the employee may elect one of the following options:

- Work full eight (8) hour shift at time and one-half.
- 2. Work four (4) hour shift at time and one-half.

This does not apply when the situation is created by the employee trading shifts. That employee would be expected to work their full schedule shift.

ARTICLE 9 Area Systems - Description

The Terre Haute Plant will be divided into the following areas:

Chart 1

Production

Chart 2

Maintenance

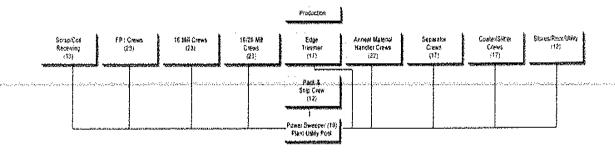
Lines of progression are established within each progression area with levels of progression as follows:

Specific

Pool

The progression area charts as mutually agreed to are herein listed.

Chart 1-Production



Production Notes:

Note (1) Material Handler/Anneal not restricted to Bay 3.

Note (2) The Plant Utility Pool will provide vacancy coverage for all production positions on job functions as identified in Article 13. Vacation relief for all production positions will come from the Pool when available.

Note (3) Coater/Silter, Separator and Edge Trim employees can be used for activities related to their machine centers, such as prepping product, sampling, rework and transfer. This will also include the use of a fork truck for loading and unloading when the Material Handler is not available, including transferring/transporting of metal on shift.

Note (4) Packer/Shippers are responsible for all activities related to transferring/transporting of material if overtime is required. This does not preclude the use of Packer/Shippers or other personnel, to transfer/transport on shift. Packer/Shippers are responsible for unloading scrap from the coater exit cars.

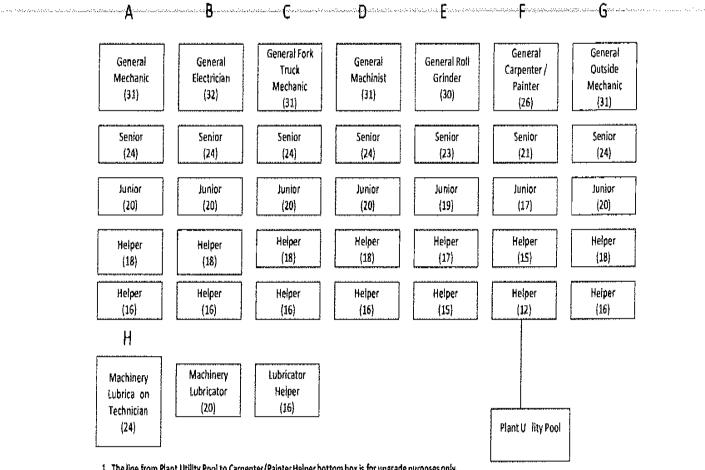
Note (5) Packer/Shippers will be responsible for loading and unloading racks and cores. If Packer/Shippers are not available and production requires unloading racks and cores, other classifications can be used.

Note (6) For bumping purposes, the classification of Packer/Shipper will be considered as Plant Utility Pool.

Note (7) 19/20 Mill crews are responsible for unloading 19 Mill reroll stock.

Chart 2- Maintenance

Maintenance



1. The line from Plant Utility Pool to Carpenter/Painter Helper bottom box is for upgrade purposes only.

ARTICLE 10 Job Bids

Section 1. General

- When a new classification is created or an opening, for any reason, occurs in an existing classification, the opening will be posted both electronically and on the official bid bulletin board and shall be available for bidding electronically for a period of four (4) working days; Saturdays, Sundays, and holidays are excluded.
- 2. Bids for such openings will be received from any permanent employee.

 Temporary employees will not be allowed to bid. If the job is canceled, the

 Company will post the reason for cancellation.
 - 3. Bids will be awarded to non-restricted bidders based on (a) plant seniority and (b) competency.
 - (a) An employee awarded or assigned a job bid cannot bid again for one (1) year from the date qualified. This one (1) year restriction will also apply to craft bids.
 - (b) Bids from employees in paygrade thirteen (13) and above will be limited to a maximum of one (1) bid per classification in any one ninety (90) day period from the date the original job was awarded.
 - (c) If no one bids an opening, the job may be filled in the following order:
 - Assignment of the least senior plant utility pool employee, including probationary employees.
 - 2) Directly to the opening from recall or new hire.

Section 2: Job Bids - All Areas.

1. Any employee moving from one job to another under the bidding procedure will be granted up to thirty (30) working days to prove competency on the job. The employee failing to show competency within the thirty (30) working day period on the new job will be returned to the job from which they came without loss of seniority and that employee will not be allowed to bid on another opening for a period of two (2) years from the date of disqualification. Employees awarded and/or assigned to job vacancies as a result of the same job bid situation will be returned to their previously held job classifications, without loss of seniority. If an employee reverts back to their old classification due to failure to qualify, the job they failed to qualify on will be offered to the original bidders by seniority until the job is filled. If the position is not filled, the original bid will be cancelled and re-bid.

The thirty (30) working day period referred to above starts when the employee is assigned to their new bid job for training. At this time the employee's classification title will be changed to that classification which they are assigned for training, but their pay rate will remain the same as that of their previous classified position. When the employee qualifies for their new job classification and is able to perform the job duties alone, their pay rate will be changed to that of their new classification. The date when this occurs is the "date qualified" referred to in Section 1 of this Article.

- 2. Employees moving from one job to another under the bidding procedure and showing exceptional ability on the new job may qualify for the job before the expiration of the thirty (30) working-day period. Likewise, an employee failing to show the necessary ability or competency to perform the new job classification may be returned to their old job classification prior to the expiration of the thirty (30) working day period.
- 3. (a) Once an employee is awarded a new bid job the employee has no right to withdraw the bid unless they had bid on and been awarded another job prior to being assigned for training on the first job awarded. The job from which the employee withdraws their bid will be awarded to the next senior employee who originally submitted a bid.
 - (b) The employee also cannot decline the bid job after being assigned for training except for extreme personal reasons such as substantiated illness. Such reasons must be mutually agreed upon by the Union President and Human Resources Manager or their delegated representative. The job vacancy created will be awarded to the next senior employee who originally bid the job.
 - (c) An employee will be assigned to a new bid job of a higher classification or will be paid the rate of the new bid job not later than forty-five (45) working days following the posting of the award except when new equipment is involved.
- 4. In the event of a vacancy during an eligible employee's leave of absence or vacation, such employee may submit a pre-dated bid in the following manner. Prior to the start of a vacation or granted leave of absence, an employee may authorize their Union Representative to bid on any job openings that occur during their absence.

Section 3. Temporary Job Bids

Temporary job bids will be allowed only for vacations, leaves of absence and sickness. Such vacancies shall be bid as individual vacancies and will be marked temporary and for what reason when posted. When the temporary need no longer exists, the employee awarded that temporary bid will be returned to their former job.

The Company and Union understand that situations may arise which would create the necessity for temporary job bids for other than the above reasons.

Should these situations occur, the Company and Union must concur before the job is posted.

A bid from an employee in a temporary classification will be considered as a bid from their last previous permanent classification.

Temporary job bids will be restricted to those employees in paygrade 13 and below. Bids will be awarded to the most senior immediately qualified bidder. Openings created by a successful bidder from outside the plant utility pool shall be bid. Such vacancies created from within the plant utility pool shall be filled as listed below.

If no bidders are immediately qualified, the bid will be awarded to the most senior plant utility pool employee bidding. The plant utility pool vacancy may be filled by:

- 1. Assignment of the least senior plant utility pool employee, if available.
- 2. Recall.

If no employee bids a temporary job, the opening may be filled by:

- 1. Assignment of the least senior plant utility pool employee, if available.
- 2. Recall.

Section 4. Job Bids - Maintenance Progression Areas.

Bids for the bottom helper trainee position in any specific line of progression in the maintenance progression area will be awarded in the following manner and numbered sequence:

- 1. To fill an opening in the bottom position in any specific line of progression, the job will be awarded to the most senior employee bidding who successfully completes the requisite basic fundamental skills program. A joint Union-Management Committee will participate in the establishment of the program. A final decision on the content of the basic skills program will be made by Management. Bidding restrictions on time limits will not apply. (See Letter of Intent Re: Carpenter/Painter, Roll Grinder pre-requisites.)
- 2. If the opening cannot be filled as outlined in paragraph 1, the opening will then be filled by a new hire that has the established qualifications.
- 3. In the specific lines of maintenance area progression, the advancement of an employee from one step of progression to the next (during or at the end of the period) will be approved by an appropriate department committee. This committee will be the Reliability Leader and the Maintenance Engineers.

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If the employee under consideration for advancement is not qualified to move to the next step, the employee and a union committee will be advised of the reason in detail and the progression period will be extended four (4) months.

If the employee does not progress during the four (4) month extension they will be permitted to bump to their last position outside the specific line in which they failed to progress if they have seniority to do so or exercise normal bumping rights outside the specific line in maintenance in which they failed to progress. Their bidding will not be restricted, except for a minimum of one year to the specific line of maintenance in which they failed to progress, provided the employee successfully completes all Company recommended course work. Then the employee may only bid on the Junior level position in that specific line of progression.

The qualifications required to move from one step to the next higher step in the specific line of progression area are set forth in Letters of Agreement.

- 4. Bids for Junior Craft position in the maintenance progression areas will be awarded in the following manner and numbered sequence:
 - (a) Generally, openings in the Junior craft classifications will be filled from employees progressing in the specific line of progression filling the helper trainee positions. Bidding restriction on time limits will not apply.
 - (b) If sufficient helper trainees are not either available or qualified, the bid will be awarded to the most senior employee who bids from any progression area who possesses all necessary qualifications as set forth in the Letter of Agreement. A joint Union-Management Committee will review qualifications and will participate in the required testing procedures. Final decision on adequacy of qualifications will be made by management.

If sufficient qualified employees are not available, the position will be filled by a new hire that possesses the necessary qualifications. The advancement of a new hire to the next progression step (during or at the end of the period) will be approved by an appropriate department committee as outlined in paragraph 3 above. The advancement may be extended four (4) months. If the employee does not advance during the four (4) month extension the employee may exercise bumping rights to any pool position outside the specific line in maintenance in which they failed to progress. Their bidding will not be restricted except to the specific line of maintenance in which they failed to progress.

Section 5. Maintenance Electrician Helper Trainee, Inside Progression Area

It is understood by the Company and the Union that the job of Maintenance Electrician Helper Trainee-Inside Progression Area will be awarded according to the Labor Agreement and progression from paygrades fourteen (14) to eighteen (18) will be according to the Labor Agreement.

Satisfactory participation and completion is required in prescribed courses of instruction at each progression step as designated by the Company. The Company will confer with the Union on prescribed courses of instruction.

Successful bidders upon entering the helper trainee program are required to begin accumulating the necessary tools and equipment needed to do repetitive jobs and further their own ability in the usage of these tools. A listing of the required tools, determined by a joint Union / Management Committee, will be provided upon entering the program.

- a. Upon completion of the eighth month on the job, the trainee should:
 - 1. Be familiar with all major pieces of equipment within the plant; that is, their location, function and a general knowledge of their design (brushes, bearings, source and types of power, feeder locations, relay repair, transformer care and maintenance, etc.).
 - Be capable of helping with less direct instruction from the Maintenance Electrician or Supervisor.
 - Do minor electrical work in conjunction with the job assigned such as cutting and threading of conduit, drilling and tapping of holes, dismantling and assembly of motors, generators, etc.
 - 4. Begin training on operation and function of switch yard and 13,800 switch gear and feeders.
- b. Upon completion of the fourteenth month on the job, the trainee should:
 - Begin accumulating the necessary tools to become a Junior Maintenance Electrician.
 - Understand blue prints, simple hydraulics, rigging.
 - Be more familiar with the plant equipment and the more intricate portions
 of the equipment such as simple hydraulic or pneumatic controls or drive
 units, power distribution and minor electrical repairs.
 - Become proficient in diagnosing problems and be capable of arriving at a solution to overcome the problem.
 - Work on simple service orders during last four (4) months.
- c. Upon completion of the twentieth month on the job the trainee should be qualified to be a Junior Maintenance Electrician with sufficient tools to do the job and capable of passing proficiency test.
- d. This progression is not necessarily automatic, but will depend upon the helper's attitude, initiative and ability to progress through the above steps. Attendance at trade schools and exceptional ability will be recognized, allowing a helper to progress faster than the above steps.
- e. It is understood that no more than 25 percent of the total Electricians will be classified as helpers.

Section 6. Maintenance Mechanic Helper Trainee - Inside Progression Area

It is understood by the Company and the Union that the job of Maintenance Mechanic Helper Trainee - Inside Progression Area will be awarded according to the Labor Agreement and progression from paygrades fourteen (14) to eighteen (18) will be according to the Labor Agreement.

Satisfactory participation and completion is required in prescribed courses of instruction at each progression step as designated by the Company. The Company will confer with the Union on prescribed courses of instruction.

Successful bidders upon entering the helper trainee program are required to begin accumulating the necessary tools and equipment needed to do repetitive jobs and further their own ability in the usage of these tools. A listing of the required tools, determined by a joint Union / Management Committee, will be provided upon entering the program.

Qualifications for merit increases are established in conjunction with Section 2 above as follows:

- a. Upon completion of the eighth month on the job the trainee should:
 - 1. Be familiar with all major pieces of equipment within the plant; that is, their location, function and a general knowledge of their design (drives, bearings, source and type of powers, etc.)
 - 2. Be capable of helping with less direct instruction from the maintenance mechanic or Supervisor.
 - 3. Do minor maintenance work in conjunction with the job assigned such as cutting and threading of pipe, cutting brick, drilling and tapping of holes, etc.
 - Begin training as welder under direction of maintenance mechanics and/or supervisor and/ or vocational institutions.
- b. Upon completion of the fourteenth month on the job, the trainee should:
 - 1. Understand blue prints, simple hydraulics, rigging mechanics, and be capable of setting welders and doing minor welding.
 - Be more familiar with the plant equipment and more intricate portions of the equipment such as simple hydraulic or pneumatic control or drive units, etc.
 - 3. Become proficient in diagnosing problems and be capable of arriving at a solution to overcome the problem.
 - 4. Work on simple service orders during the last four (4) months.

- c. Upon completion of the twentieth month on the job the trainee should be qualified to be a Junior Maintenance Mechanic with sufficient tools to do the job.
- d. This progression is not necessarily automatic, but will depend upon the helpers' attitude, initiative and ability to progress through the above steps. Attendance at trade schools and exceptional ability will be recognized, allowing a helper to progress faster than the above steps.
- It is understood that no more than 25 percent of the total mechanics will be classified as helpers.

Section 7. Lubricator Progression Area

- A. Lubricator Helper
- 1) When the Company determines that there is an opening in the Lubricator Helper position, bids for that position will be awarded to the most senior bidder who meets the requirements established by the Company and the Union, with the final determination being made by management. If the opening cannot be filled by the bidding process, the opening will then be filled by hiring an applicant who has the necessary requirements for the position.
- 2) The Lubricator Helper must attend the Machine Lubrication Technical Level I (MLTI) class, and must pass the necessary test to obtain the International Council for Machinery Lubrication (ICML) Level I certification within four (4) months. A current employee who has bid into this position and who fails to obtain the certification within the four (4) month period will be covered by the language following item 3 of Article 10, Section 4. A Lubricator Helper will be paid at paygrade 16.
- B. Machinery Lubricator Upon obtaining the ICML Level I certification, the Lubricator Helper will progress to the Machinery Lubricator position. A Machinery Lubricator will be paid at paygrade 20.
- C. Machinery Lubricator Technician In order to become a Machinery Lubricator Technician, a Machinery Lubricator must attend the MLT II class and obtain the ICML Level II certification. Upon obtaining that certification, Machinery Lubricator Technician will be paid at paygrade 24.

ARTICLE 11 Lay-offs and Bumping Procedure

Section 1. Lay-offs - Temporary.

If an emergency such as fire, flood, storm or equipment failure occurs, every effort will be made to avoid loss of work and/or to reassign employees on a basis of seniority. However, a temporary lay-off of employees in the classifications affected, up to and including seven (7) successive calendar days, may be made by seniority in the classification, with the least senior employee in the classification being laid off first.

2. Temporary lay-offs up to four (4) work days may be implemented during the period from the day before Christmas Eve Day through the day after New Year's Day. When an employee is laid off under this provision, the employee must work their full scheduled shift on their last scheduled work day preceding and their first scheduled work day following such holiday, in order to receive holiday pay.

Such temporary lay-offs will recognize that temporary employees and probationary employees will be laid off first. Regular employees on the temporary lay-off will be laid off by seniority in their classification and progression area with the least senior employee being laid off first.

For example: If there is work in an employee's classification in their progression area on a regular day, the most senior employee in that classification will be worked. Union and Company will confer on such layoffs, and it is understood that shifts may be changed as long as there is a six (6) hour interval between the end of an employee's shift and the starting of the employees next work shift in order that the most senior employee in the classification will be used, but no time and one-half rate of pay will be paid on a regular day due to this concession.

 Temporary lay-offs will be posted one (1) working day previous to consummation of lay-off, except in cases of emergencies referred to in paragraph 1.

Section 2. Lay-offs - Permanent.

- 1. Permanent lay-off shall mean any lay-off other than temporary lay-off as defined in Section 1 above. When the permanent or extended shutting down of operations or the reduction of forces is necessary, lay-off will be in reverse order of plant seniority, that is the last employee hired is the first employee to be laid off of plantsite, excluding classified skilled trades jobs paygrade 18 and above in the specific line of maintenance (Chart #2).
- 2. Permanent lay-offs will be posted three (3) working days previous to consummation of lay-off, except in cases of emergencies.
- If the employees to be laid off of plantsite are in classifications not affected by the permanent or extended shutting down of operations or the reduction of forces, the vacancy created by their lay-offs will be filled by the bidding procedure.
- 4. If an employee loses their bid or assigned job classification as the result of a permanent lay-off, they must exercise their plant seniority for the purpose of bumping other employees as follows:
 - (a) They must bump to the plant utility pool. They can only bump, however, into a classification filled by an employee with less seniority.

- (b) If their seniority does not entitle the employee to bump as specified above, they will be assigned to the plant utility pool classification.
- 5. When the permanent or extended shutting down of operations or a reduction of forces causes an employee to lose their job classification in the skilled trades job (Pay Grade 18 and above in the specific line of Maintenance Chart #2), they may accept lay-off in lieu of demotion, if their seniority would allow them to bump; however, they must exercise this right within seven (7) calendar days, or if absent at the time, they lose their job classification, they must exercise this right within seven (7) days after they return to work.
- 6. On lay-off, the employees on A. B. C. D. E. F. and G. line of progression (on Chart #2) can bump a less senior employee in any of the said lines on a lateral or down bump basis, provided they are immediately qualified to do the work.

Section 3.

 If an employee develops a job-related physical condition, such as an allergy, that prohibits them from performing their bid job, the employee will be laid off of their classified job and will exercise normal bumping procedures, but will not have recall rights to the job from which they were laid off.

Section 4.

- An employee returning from military obligations will be returned to their previous classification. If their job is not in existence, they will exercise their plant seniority for bumping purposes.
- 2. It is understood that the returning employee must be physically able to fulfill the job to which they are eligible.

ARTICLE 12 Recall Procedure

- When a restoration of forces occurs, employees on plantsite previously bumped from their bid or assigned jobs in a reduction in forces shall be returned to their original classifications in reverse order of their previous removal.
- 2. If an employee loses their bid or assigned job classification as the result of a reduction in forces and there is a successful bidder in the interim, they can, but will not be required to return to that job if they have the seniority for such recall. If they do not return to that job, they lose their recall rights to that job.
- Employees laid off plantsite will be recalled to the plant utility pool
 classification only, except for skilled trades employees (Paygrade 18 and
 above). Such skilled trade employees will either be returned to the
 classification from which they were laid off from or if their seniority allows, to

the plant utility pool classification. Production employees (paygrade 13 and above) and skilled trades employees (paygrade 18 and above) who return to the plant utility pool classification shall be recalled to their original classification in accordance with their seniority. Skilled Trades employees (paygrade 18 and above) who accepted lay-off in lieu of demotion will be recalled to the classification they were laid off from.

- 4. When a vacancy exists in a craft classification, the vacancy will first be filled by the provisions of the labor agreement. After exhausting the provisions of the labor agreement, and a vacancy still exists, the company will offer recall by seniority to other employees who have previously been qualified in craft classifications in the plant in which the vacancy exists, prior to hiring new employees. Employees who qualify for consideration under this provision must advise management of their immediate qualifications and desire for consideration at the time of lay off. Such employees shall have the right to reject such recall and retain their other recall right. However, if accepted they will have the right to accept or reject recall to their former classification by seniority.
- 5. Any employee laid off of the plantsite who refuses recall will be terminated.
- 6. Notice of recall shall be sent by the Company to the last known address by the fastest means possible. Such notice may be by telephone or personal contact and followed by registered or certified mail or telegram. A copy of the recall notice will be given to the Recording Secretary of Union Local 103-A. If not contacted by telephone or personal contact, it will be necessary for the employee to report their availability for work within three (3) days after receipt of the registered or certified mail or telegram. If the employee requests an extension of an additional seven (7) days due to travel time or employment notice, the Company will grant it. Failing to report for work at the expiration of the specified time, the employee shall be terminated except in certified cases of sickness or injury or substantiated conditions beyond their control.

ARTICLE 13 Upgrade Procedure

Section 1. Upgrade Procedure

 When it becomes necessary to fill a job by upgrade in any classification, the most senior qualified employee in the plant utility pool position on plantsite and on shift must accept the upgrade.

Section 2. Shift Basis.

Daily upgrades will be made on an on-shift and on-plantsite basis. Weekly
upgrades will be made on a scheduled on-shift basis.

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 In an effort to make the Upgrade Procedure practical, the Company will train necessary employees below the job to which they are eligible for upgrade.

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Section 4. Pay Treatment.

- 1. For any upgrade of less than one (1) hour there will be no pay increase. If the upgrade is for one (1) hour or more, the pay increase is for the entire time of the upgrade. Should the upgrade continue for four (4) hours or more, the employee shall receive the higher rate of pay for the balance of the shift. If the employee returns to their classified job and works on overtime on their classified job, they will be paid according to the overtime regulations. For example: A employee classified as paygrade 6 may work the first two (2) hours of their classification and then be upgraded for the balance of the shift to paygrade 8; their pay would be two (2) hours at paygrade 6 and six (6) hours at paygrade 8, this employee was returned to their regular classification of paygrade 6 for the balance of the shift, they would still get two (2) hours paygrade 6 pay and six (6) hours paygrade 8 pay.
- 2. Employees on upgrade will retain their upgrade rate unless reassigned to work in another classification or returns to their regular classification when equipment fails.

Section 5. Crew Long-term Vacancy Relief

 Plant Utility Pool employees may be assigned for long-term vacancy relief in the following crew areas:

Crew Area	Job Function	<u>Pavgrade</u>
Scrap Processing	Scrap/Coil Rec	13
FP 1	Prep Station	13
16 Mill	Mill Helper	13
19/20 Mills	Mill Helper	13
Separators	Assistant	13
Coaters	Payoff/Exit/Cores	13
Anneal / MH	Material Handler	11
Edgetrim		17
Pack/Ship		12
Stores/Recv/Outside Utility		12

2. Plant Utility Pool Assignment

When a crew vacancy known to be three (3) weeks or more occurs, the senior Plant Utility Pool employee in the pool will be offered the upgrade first. If they refuse, then it will be offered down to the least senior Plant Utility Pool employee. If all refuse, the least

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senior Plant Utility Pool employee must accept. Whoever accepts the upgrade is accepting it for the duration of the vacancy.

Plant Utility Pool Shift Assignment

Crew members, including the assigned Plant Utility Pool employee, will move toward their shift preference. The Plant Utility Pool employee will hold the shift their seniority will allow.

4. Crew Leader

The assigned Plant Utility Pool employee is not eligible for the Crew Leader position.

Overtime

- a. Assigned Plant Utility Pool employee will be offered overtime in the assigned crew area as if they were fully qualified crew members.
- Assigned Plant Utility Pool employee will assume the high overtime equalization hours of the shift on which their seniority/shift preference applies.

6. Long-term Vacancy

A known vacancy of one (1) year or more in a crew area may be bid rather than filled with an assigned Plant Utility Pool employee.

7. Activation Threshold

The procedure described in this section will only be utilized when the number of classified Plant Utility Pool employees in the pool is three (3) or more.

Section 6. Plant Utility Pool

Plant Utility Pool employees may be assigned in the following crew/areas:

Crew/Area	Job Function	<u>Paygrade</u>
Scrap Processing	Scrap/Coil Rec	13
FP 1	Prep Station	13
16 Mill	Mill Helper	13
19/20 Mills	Mill Helper	13
Separators	Assistant	13
Coaters	Payoff/Exit/Cores	13
Anneat / MH	Material Handler	11
Edgetrim		17
Pack/Ship		12
Stores/Recv/Outside Utility		12
Carpenter Shop		12
Power Sweeper		10

- a) The Plant Utility Pool may be used to provide relief for vacancies due to vacations or other known vacancies of three (3) weeks or less.
- b) The Plant Utility Pool may also be used to fill production positions for other business reasons. When a production position is filled on a weekly basis, such weekly upgrades may not be used for that position for more than a total of eight (8) weeks in a calendar year.
- c) The Plant Utility Pool may fill the vacancy on the shift where the vacancy exists.
- d) When employees in the Plant Utility Pool are assigned to vacancies in the same area, shift preference will apply.
- e) When filling a vacancy, the Plant Utility Pool will fill the bottom job in that crew area and will be paid as per table in subsection 1 above.
- f) The assigned Plant Utility Pool employee is not eligible for the Crew Leader position.
- g) When filling a vacancy in the assigned crew/area, the Plant Utility Pool employee will be the last person asked for overtime.
- h) When not assigned to one of the upgrade positions listed above, Plant Utility Pool employees will perform other miscellaneous duties as assigned.
- i) Employees assigned to the Plant Utility Pool shall receive a paygrade increase for qualifying on the job functions achieved through training and experience for each two (2) Crew/Area's (as per above list) for which the employee qualifies within the facility, up to a limit of paygrade eight (8).

ARTICLE 14 Downgrade Procedure

- 1. When it becomes necessary to fill a required job by downgrade in an area, the downgrade can be made from any available classification in that progression area. The available classification is defined as a classification that is shut down, may be shut down or one on which the workforce may be reduced without replacement in order to make the employee available for downgrade. Management shall decide which classifications are available.
- 2. Whenever it is decided to fill a required job by downgrade in an area, the most junior employee(s) with the ability to perform the work will be downgraded. This does not apply to downgrades of one-half (1/2) hour or less.
- Any employee downgraded at the request of the Company will not have their rate of pay reduced, except as defined in the overtime rules and regulations.

All downgrades defined above will be made on a shift basis.

ARTICLE 15 Temporary Transfer Procedure

- Supervision shall decide when a temporary transfer is necessary and will decide the classification from which the temporary transfer will be made.
- All temporary transfers will be made on a shift basis.
- All Daily Temporary Transfers out of a classification will be made from the most Junior employees in the classification.
- 4. All Weekly Temporary Transfers will be made from qualified employees with the least seniority in a classification.
- 5. In conjunction with all of the above, Temporary Transfers will be made on the basis of employees available at the time the need arises for the transfer. If later in the shift, additional transfers are required, those employees already on transfer will not be considered as being available for subsequent transfers.
- 6. All temporary transfers from a lower-rated classification to a higher-rated classification will be paid at the higher rate.

ARTICLE 16 Overtime

Section 1. Definition.

- A. Overtime work assignment is defined as work that cannot in any other way be performed by an employee on straight time. Management reserves the right to determine when overtime is required.
- B. Overtime hours for an employee are defined as those hours for which he or she would receive overtime pay when those hours are worked.
- C. Overtime will be distributed in a classification by shift on the basis of overtime equalization hours. "Overtime equalization hours" are those overtime hours worked by an employee that are considered "chargeable" under this Article.
- D. All overtime hours worked are "chargeable" unless they are designated as "non-chargeable" under this Article.

Section 2. Distribution

A. Ali Jobs Other Than Pool Jobs

Overtime in jobs other than pool jobs will be distributed as follows:

- To the classified employees on shift from the lowest to the highest equalization hours.
- To any employee on shift working on the job at that time on upgrade or downgrade on the basis of seniority being offered first. (For unscheduled vacancies only.)
- To immediately qualified Pool employees on shift with the most senior being offered first.
- If all refuse, the classified employee on shift with the lowest overtime equalization hours must accept.
- 5. If, after the application of steps 1-4 of this Section have been exhausted in sequential order (or the application of the holiday scheduling language of Article 35), and there is still a need for one or more employees, any employee on shift working in the classification at that time on upgrade or downgrade on the basis of seniority can be required to work under the "must accept" provisions.

B. Pool Jobs.

Overtime in pool jobs will be distributed as follows:

- To classified employees on shift from the lowest to the highest overtime equalization hours.
- 2. To other pool employees on shift on the basis of overtime equalization hours, with the most senior being asked first.
- 3. If all refuse the classified employee on shift with the lowest overtime equalization hours must accept.
- C. <u>Distribution General.</u>
- In the distribution of overtime as set forth in this section, no employee will be required to work more than twelve (12) consecutive hours unless a state of emergency exists which presents an immediate danger to property or the life or limb of employees and/or the public.
- In no case shall the language of paragraph 1 above be applied for the purpose
 of meeting production schedules, meeting customer orders or other production
 requirements.
- 3. After working two (2) consecutive seven (7) day work weeks, no employee will be required to work the following Saturday and/or Sunday on overtime basis.

- 4. When two (2) or more employees within a classification have the same number of hours of charged overtime, and overtime becomes available, the most senior employee will be offered the overtime first. If all employees refuse the overtime work offered, the most junior employee must accept.
- 5. After the overtime distribution language of Section 2 of this article, or the holiday scheduling language of Article 35 have been complied with, and the classified employee has been required to work under the 'must accept' provisions, the required employee may obtain a substitute to work the required overtime. In this situation, the following will apply:
 - a. The substitute employee must be immediately qualified. Management reserves the right to determine qualification.
 - b. Securing a substitute precludes any employee from grieving overtime worked or charged. The substitute employee will not be charged for overtime worked, and will record their hours as non-chargeable on the overtime equalization sheet.
 - c. Employees will not be permitted to work more than twelve (12) hours in one (1) work day as a result of working as a substitute.
 - d. Any employee who is lowest in overtime equalization hours and who must accept overtime in conjunction with Section 2 of this article, whether or not the employee obtains a substitute, will be charged with the number of hours or with the number of hours to be worked by the substitute.

Section 3. Charging.

- A. An employee will be charged with the number of overtime hours the employee works in their classification unless those hours are non-chargeable under this Article.
- B. Overtime hours worked by an employee outside of their classification are non-chargeable and will be recorded by the employee in the non-chargeable column on the "overtime equalization sheet."
- C. The overtime equalization fists will be posted each Monday, current to the end of second shift on the previous Sunday. The list will be posted at the end of first shift on Monday and will be in effect from this time on Monday until the following Monday at the end of first shift. Appropriate adjustments for chargeable and non-chargeable time worked will be made on a weekly basis. Overtime equalization hours will be brought to zero (0) for all employees on the first Monday of April and the first Monday of October each year.
- D. Sixth (6th) day of "S" Crew, Saturday and/or Sunday premium as such and holiday work will not be considered overtime work for purposes of distribution.

- E. An employee bidding, recalling, or bumping into a new classification will have the same overtime equalization hours as the highest employee in that classification on shift, except plant utility pool employees, who will have the same overtime equalization hours as the highest employee in that classification. If an employee changes shifts, but not classification their overtime equalization hours will remain the same. When two (2) employees' exchange shifts, each shall take the other's overtime equalization hours and not the others' seniority.
- F. The following procedure will apply in the administration of this Article in regard to hold-over and call-in: If an employee is called in and works four (4) hours prior to the employees regular shift, the employee should not be asked first to work four (4) hours hold-over even though the employee may be the low employee on equalization hours; If no one else is available for the overtime, the employee may then be asked, but never forced to work the hold-over.
- G. Overtime will not be charged for overtime of one (1) hour or less and must be recorded by the employee in the non-chargeable column on the "overtime equalization sheet."
 - This language refers to situations when one (1) hour of overtime is worked continuous to a straight time or premium time shift. It is not to be confused with an employee who is scheduled to work eight (8) hours of overtime and then is held over for an additional hour. This employee has worked nine (9) hours in accordance with Section 3 of this article. This means also that after eight (8) hours of overtime of needing people to stay over to complete a job, that time (whether it be one (1) hour or four (4) hours), must be offered by equalization hours in accordance with this Article.
- H. In order to remain consistent with Overtime Distribution Provisions and Practices, overtime equalization hours are assigned to employees bidding, recalling, or bumping into a classification in accordance with the following:
 - Assign the newly classified employee the highest equalization hours in that classification on shift, i.e., First and A Crew combined, 2nd and B Crew combined, and Third and C Crew combined.

Newly classified employees on S Crew would be assigned the highest equalization hours in that classification on S Crew. If there are no other classified employees on S Crew, the employee should be assigned the highest equalization hours for that classification on all shifts combined.

Section 4. Decline.

A. An employee who wishes to decline overtime on Saturday and Sunday must submit a request electronically (as well as any withdrawal of such request) four (4) days in advance of the overtime day(s) involved.

This also applies to the scheduled days off on 21-turn operations.

- B. An employee who accepts overtime for the sixth (6th) day also accepts it for the seventh (7th) day if required.
- C. It is mutually agreed that an employee who would not have at least six (6) hours off between shift assignments will not be considered for overtime work. It is also mutually agreed that an employee will not be required to begin overtime work before the beginning of their next scheduled shift unless the employee has had at least twelve (12) hours off. This provision does not apply to call-ins under Article 7, Section 8.

Section 5. General.

- A. An employee who bids into a classification and is in training on their new bid job, as per Article 10, Section 2, paragraph 1, will not participate in overtime in their previous classification, nor can the employee participate in overtime on their new bid job until the employee is qualified. However, an employee in training can serve as a substitute in a force situation in the following job functions if the employee has been designated by the Company as qualified for the work to be done: FP1 Prep Station, 16 Mill Helper, 19/20 Mill Helper, Separator Assistant, Payoff/Exit/Cores on Coaters, and Material Handler. Such a substitution will not be allowed unless there are sufficient fully trained personnel on the job in the classification where the trainee would be working.
- B. It will be the responsibility of each employee to record their chargeable and non-chargeable overtime hours on the weekly overtime equalization sheet posted in their respective area. Each crew and self-directed group will maintain the accuracy of the overtime hours posted each week.
- C. All overtime work will be paid for at the base rate of the job performed times the applicable overtime premium. An employee working overtime as per Section 5 (A) above will be paid at his or her training rate.

ARTICLE 17 Leave of Absence

- Section 1. Leave of absence for occupational injury or occupational illness will be granted by the Company when substantiated by the Doctors in charge of the case.
- Section 2. Personal illness leave of absence will be granted to employees up to a maximum of two (2) years when substantiated by the Doctor in charge of the case. Such leaves of absence will be upon request each six (6) months and must be substantiated each six (6) months by the Doctor in charge of the case.
- Section 3. When the requirements of the Company will permit, an employee shall, on their written request for a reasonable cause, be granted a leave of absence without pay. Any such leave granted shall not be in excess of sixty (60) consecutive days. Seniority during such leave of absence will accumulate. Employees failing to report for work at the expiration of granted leaves of absence will be deemed as having quit.

Employees taking another job for gainful employment while on such leave of absence will automatically be discharged.

Section 4. All requests for leaves of absence will be made in writing to the Human Resources Manager and the Union Vice President will be advised of such requests.

Section 5. Extended leaves of absence will be granted to union employees for the purpose of conducting legitimate union activities. In cases of long periods of leaves of absence, two (2) weeks prior to returning to work the employee on such leave of absence is required to give the Company notice that they are returning to work. Such employees shall be returned to work at their former classification without loss of seniority.

Section 6. For the purpose of enabling employees to participate in the affairs of Government, the Company shall grant, for up to four (4) years, upon request, a Leave of Absence, to employees who are elected or appointed to a full time position within government. Such leave shall not exceed the period served or appointed. Employees shall accumulate seniority during such leave.

ARTICLE 18 Employee involvement

We are committed, both the Union and Management, to build a work environment that provides job security to all employees through a continuous innovative approach which facilitates working together.

With trust being our mutual foundation, we can secure the future growth and expansion of the Terre Haute Plant through global competitiveness, a safe work environment, and dedicated self-directed employees.

ARTICLE 19 New Processes

In placing into operation any new machinery, apparatus, or equipment, a trial period of production not to exceed three (3) months will be permitted to elapse before the new wage rate(s) are established. Any new wage rate(s) established by the Company may be subject to the next regular negotiations and may be retroactive to the day production was started.

It is agreed that should new equipment be installed that requires a substantial training effort beyond skills that are available; the company will meet with the Union to discuss the options for conducting such training, including the utilization of a trainer start-up position.

Should the Company and Union choose to use the trainer start-up position in such circumstances; the terms and conditions of the arrangement shall be formalized at such time.

ARTICLE 20 Solicitations

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There shall be no soliciting or petitioning by outside persons or agencies for any reason in the plant without the consent of the Company.

Inside soliciting or petitioning must bear the seal of the Union and have the consent of the Company.

ARTICLE 21 Bulletin Boards

The Company will provide bulletin boards for the exclusive use of the Union. Only material of official Union business for these boards, after Company approval, will be posted.

ARTICLE 22 Grievance Procedure, Discharge and Layoff

Section 1. Any individual employee or group of employees shall have the right at any time to present grievances to the Company under the following grievance procedure and to have the grievances adjusted as long as the adjustment is not inconsistent with the terms of this Agreement.

It is mutually agreed that when a problem arises, the employee and/or Union Representative involved will first discuss the circumstances with the employee's immediate supervisor. The supervisor will meet with the employee and/or Union Representative as soon as practical. Failure to solve the problem with the help of the Union Representative, the employee then moves to the first step of the grievance procedure.

FIRST STEP:

The employee shall submit the alleged grievance in writing showing what violation they believe to have taken place. This written grievance to be submitted in triplicate by the Union Representative to the immediate supervisor within five (5) working days of the occurrence of the alleged grievance and signed by the aggrieved party. Otherwise such grievance shall not be considered by the Company or the Union. The immediate supervisor will give their answer to the grievance within five (5) working days.

SECOND STEP:

If the written grievance as submitted in Step One has not been settled satisfactorily, it shall be referred by the grievance committee to the Human Resources Department, with such submission at this step to take place within ten (10) working days of the conclusion of the first step. The Department Manager or their representative or Human Resources Manager or their representative will submit an answer as soon as possible but within five (5) working days.

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All grievance answers not appealed to the Third Step of the grievance procedure will be considered as settled without prejudice or precedent.

THIRD STEP:

If the written grievance as submitted in Step Two has not been settled satisfactorily, it shall be referred to an International Representative of the Union and a representative of the Company. This submission of the grievance shall take place within ten (10) working days of the completion of Step Two and an answer will be given in writing within five (5) working days from the date of submission. Time limits in this step may be extended up to twenty-five (25) working days upon request by either party.

Any grievance heard at Third Step may be settled on a non-precedent, non-prejudice basis if mutually agreed to by the Company and Union.

FOURTH STEP:

If the written grievance as defined above has not been satisfactorily settled by the operation of the grievance procedure as outlined herein above, either party shall have the right, upon notification to the other party within fifteen (15) working days after the completion of Step Three, to submit the question to arbitration. The arbitrator is to be agreed upon by the parties within five (5) working days after the notice is received. If the parties cannot agree upon an arbitrator, the Director of Federal Mediation & Conciliation Service will be requested to supply a list of seven (7) arbitrators familiar with the aluminum industry, from this list each party shall strike one in alternate choice. The Company to choose first until only one arbitrator remains on the list. On alternate arbitration cases when it is necessary to select an arbitrator, the Union will choose first until one arbitrator remains on the list. This arbitrator shall be designated to hear the question and their decision shall be final and binding. The arbitrator's expenses will be paid equally by the Company and the Union.

in no event shall production or job standards or job classifications or wage rates be subject to arbitration.

Section 2. Grievances not appealed or answered from one step to the next within the time limit stipulated in each step shall expire and be forfeited unless the time limits are extended by mutual agreement by the company and the Union in writing.

Section 3. For the purpose of this Article all references to "working day" shall exclude Saturdays, Sundays, and holidays.

Section 4. Should employee or former employee within ten (10) calendar days of their discharge or lay-off believe they have been unjustly treated; the employee or their Union representative may present the grievance according to the grievance procedure. If it is found that the employee has been unjustly discharged or laid off, through recourse to the grievance procedure, they may be reinstated to their former position with like seniority and may be paid for all time lost if the case warrants such action, or such other disposition as may be agreed to by the Company and the Union or determined by an arbitration case.

ARTICLE 23 Annual Physical Inventory

When the physical inventory is conducted during normal working hours, available on shift production plant personnel shall be utilized at their normal rate or paygrade 11, whichever is greater.

If the physical inventory is conducted on overtime, the overtime will be offered to production employees, by plant seniority, by shift, at paygrade 11.

The minimum pay provisions of Article #7 shall not apply.

Pay Days

Paydays shall be designated as Friday of each week. Pay shall be distributed through the direct deposit method effective January 1, 2012.

ARTICLE 25 Union Representatives

The designated representative of the Union shall be permitted to enter the plant when necessary with permission of the Human Resources Department.

ARTICLE 26 Non-Bargaining Unit Employees

Employees not covered by this Agreement shall not perform work customarily performed by employees covered by this Agreement; provided, however, employees not covered by this Agreement may perform such work for purposes of training, experimental and development work and in cases of emergency.

Bargaining Unit employees may be temporarily transferred to non-bargaining unit positions for a period not to exceed fifty (50) days of work per year, unless extensions are agreed to by the Company and Union Executive Board. At the end of such above mentioned period, the employee must return to their regular job or the Company must transfer such employee to the non-bargaining unit position.

Bargaining unit employees transferred to non-bargaining unit positions on a daily basis will not participate in overtime in any bargaining unit classification on that particular day.

Employees transferred on a weekly basis will not participate in overtime that work week in any bargaining unit classification.

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The Company will notify the Union Executive Board in writing when a bargaining unit employee is temporarily transferred to a non-bargaining unit position.

If such bargaining unit employee is promoted to a non-bargaining unit position excluding the employee from the coverage of this Agreement, such employee shall lose seniority in the plant.

The Company shall have the right to train one (1) bargaining unit employee for management for each fifty (50) employees and this employee(s) will be a non-bargaining unit employee. This employee is to be trained in the operations of the various machinery and plant processes and is not subject to the provisions of this contract. It is understood that a trainee will not replace or cause to be replaced a bargaining unit employee(s) on any job in order that the regular employee might be assigned to another job.

ARTICLE 27 Contract Printing

The Company will print this contract in booklet form in sufficient quantity to provide a copy for each employee and the Union. The Company also agrees to furnish copies of Letters of Agreement between the Company and the Union to all employees.

ARTICLE 28 Construction Work

The purpose of this Article is to set forth the basic principles relative to outside contractors doing work on our plantsite.

It is mutually understood that the Company expects to have and maintain our Maintenance Department to repair and maintain our equipment. However, it is expected that there will be exceptions due to the size and nature of some of the work involved. In order to carry out this principle in a consistent manner without confusion to or discord by either the Union or Management, it is mutually agreed that:

- (1) The Company does not intend to get construction workers or contractors on our plantsite, keep them here indefinitely or expand them in such usage so that our Maintenance people who could economically do the same work would have a reduction in work.
- (2) New construction and new equipment installation would normally be done by outside contractors.
- (3) The Company might use outside contractors for work that would otherwise involve economic hardship on the Company if done by our own workforce.
- (4) The Company contracting representative will provide notification of intention to contract work to a Union representative four (4) days prior to the letting of such contract, to allow for a reasonable and timely discussion of the matter with the

- exception of extenuating circumstances, for work being done under conditions stated in (3) above.
- (5) The Union representation will typically be craft employees from the involved area
- (6) The Company and Union will agree to meet and discuss as needed, but no less than on a quarterly basis, the use of outside contractors on plant site. These meetings will be scheduled by the Engineering/Reliability Leader and the Union President or their designated representative. The intent of these discussions will be to explore alternative ways that our employees can be used in place of contract workers providing the Company incurs no economic penalty. This paragraph in no way accepts the Company's rights to contracting under this Article.

ARTICLE 29 Military Pay

All permanent employees required to attend training periods for the armed forces reserve units shall be paid the difference between their military pay and their average pay computed over the last thirteen (13) weeks of work, provided that such employees furnish to the Company documentary evidence as to their military pay and such pay periods shall not exceed two (2) weeks within any one (1) year.

ARTICLE 30 Jury Duty-Witness Pay-Funeral Leave

An employee who is called for jury service or as a result of being subpoenaed as a witness in a court of law shall be excused from work for the days on which they serve or reports. The employee will present proof for each such day that they serve or reports and the amount of payment received therfor. This does not apply in instances when the employee is the defendant, plaintiff or other party to the legal action.

An employee who is on the payroll who has a death in their immediate family (defined as their mother, father, spouse, son, daughter, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, natural brother-in-law, and natural sister-in-law, or a member of the immediate family either through legal adoption or guardianship) shall be excused for up to and including three (3) consecutive scheduled days of work including the day of the funeral or memorial service in lieu of the funeral, unless the funeral occurs on an unscheduled day. If the funeral occurs on an unscheduled day or adjacent to an unscheduled day the employee may elect to take the unscheduled day(s) as part of the funeral leave. The employee will present proof of such death. Payment for funeral leave will not be duplicated for time worked.

For each such day on which the employee would otherwise have worked except excused for jury duty, witness service, or funeral leave, the employee will receive payment

for eight (8) times their regular straight time hourly classified rate. Payment will not be made when it duplicates pay received for time not worked for any other reason.

ARTICLE 31 Environment, Health & Safety

The Company shall continue to make reasonable rules and provisions for the environment, safety, and health of its employees at the plant during the hours of their employment. Protective devices and other equipment necessary to properly protect employees from injury shall be furnished by the Company in accordance with present practices. The Company will notify the Union of any changes in or additions to the EHS rules. The Company agrees to cooperate with the Union EHS committee for the purpose of promotion of safe practices and the Union and the Company will maintain a joint committee.

ARTICLE 32 Tools

The Company will furnish to employees all tools and equipment required to perform their work, except that maintenance mechanics, and other service department personnel will furnish those tools which traditionally have been classified as tools of the trade and furnished by the individual himself.

ARTICLE 33 Uniforms and Safety Shoes

The Company agrees to make available and the Employees may subscribe to a uniform service. The Company shall pay the full cost for three (3) uniforms each week per employee. The Company will pay one-half ($\frac{1}{2}$) the cost of additional uniforms if requested by the Employee up to three (3) additional uniforms per week. Employee payment for additional uniforms will be through payroll deductions.

The Company agrees to pay the full cost of one (1) pair of safety shoes per calendar year, up to a total cost of \$160.00. The Company also agrees to pay one-half ($\frac{1}{2}$) of the cost of one (1) additional pair of safety shoes per calendar year, up to a cost of \$80.00.

An employee will have the opportunity to purchase safety shoes through the Shoe Mobile, Red Wing or Tromp and Tread. The shoes purchased must meet the OSHA requirements applicable to the Mill. To receive payment for shoes purchased from any store not listed requires the employee provide a receipt of purchase and verification that the shoes meet OSHA requirements.

ARTICLE 34 Vacations

1. Effective for vacations taken an employee with one (1) year or more of service with the Company and who has worked at least 1,000 hours since the employee's anniversary date in the preceding calendar year projecting work hours (if necessary) to the employee's next anniversary date shall receive a paid vacation on the following basis:

Employees Hired Before 2/1/96

Vacation	Vacation Pay	Vacation Leave
1 year but less than 2	52 hours	1 week
2 years but less than 3	74 hours	1 week
3 years but less than 5	96 hours	2 weeks
5 years but less than 10	173 hours	3 weeks
10 years but less than 20	225 hours	4 weeks
20 years or more	260 hours	5 weeks

Effective 1/1/01, Employees Hired After 2/1/96

Vacation	Vacation Pay	Vacation Leave
1 year but less than 3	43 hours	1 week
3 years but less than 5	86 hours	2 weeks
5 years but less than 10	129 hours	3 weeks
10 years but less than 20	172 hours	4 weeks
20 years or more	215 hours	5 weeks

An employee otherwise eligible for regular vacation leave and pay above except who on November 30 lacks 31 days or less of the required service with the Company will be deemed to have satisfied the service requirements for eligibility for vacation pay and vacation leave in the appropriate employee service categories.

In addition to the regular vacation pay for each full week of regular vacation leave there shall be paid a vacation bonus as follows:

) (O)	Bonus
Last two (2) weeks of January through March.	\$75.00
November until the last two (2) weeks in December.	\$75.00

A week shall be deemed to fall in the period in which it commences. Vacation bonus is based on when vacation is taken unless for Company convenience

vacation is rescheduled; bonus will be the higher of either the actual or scheduled period.

- 3. The amount of vacation pay for each employee shall be computed at their regular classified rate including average shift differential as of February 1 of each year, multiplied by the applicable number of hours set forth in the table in paragraph 1 above.
- 4. An employee entitled to a vacation shall receive their vacation pay as part of the normal payroll cycle.
- An employee with four (4) or more weeks of vacation may elect to take one (1) week (5 days) a day at a time. Employees electing to do this must notify the vacation scheduler at the time vacation is scheduled. The employee will be paid one (1) week of vacation pay as per the joint Union/Management Agreement. It is the employee's responsibility to schedule the vacation days.
- Vacations shall not be accumulative and shall be taken during the period from 6. January 1 to December 31 each year. Preference of vacation period shall be according to seniority but subject to plant operation schedule. Nothing in this Article shall restrict the Company from scheduling all or part of a plant shutdown for vacation purposes should business conditions permit. This vacation shutdown will be scheduled sometime between May 1 and September 30, or the week of Christmas, of the vacation year. If the week of Christmas is utilized as the vacation shutdown, then no other week in the year can be utilized for vacation shutdown. The week of Christmas as vacation shutdown the employee will receive \$75.00 bonus. If the Company schedules such vacation shutdown, they will give thirty (30) days notice prior to shutdown. If two (2) weeks of vacation shutdown are scheduled they shall be consecutive weeks. During the time such vacation shutdown occurs employees not having sufficient earned vacation leave to cover the shutdown period may be temporarily laid off by the Company for the period not covered without regard to seniority or lay-off procedures in this Agreement.
- An employee otherwise qualified for a vacation except they were unable to work 7. 1,000 hours because of layoff shall receive the vacation leave they would otherwise be entitled to, and one-fifth (1/5) their normal pay allowance for each 200 hours worked. An employee who has been on sick leave and has not accumulated at least 1,000 hours of work in the preceding calendar year (or anniversary year for an employee who was hired in the preceding calendar year) shall, upon return to work, receive one-fifth (1/5th) of his or her vacation pay for each 200 hours worked in that year, and his or her accumulated leave time shall be reduced by the same factor of vacation pay received compared to the normal allowance (rounded up to the next higher multiple of eight hours). Hours lost due to a Workman's Compensation case will be counted as hours worked. Union representatives while negotiating the labor Agreement with the Company, not in excess of twenty (20) days, or while conducting official Union business by four (4) designated Local Union representatives, not in excess of twenty-four (24) days, shall have those days considered as hours worked.

- 8. The event of death of any employee, who earned but not received vacation pay, their estate shall receive an amount in cash equivalent to their earned vacation pay.
- Vacation leaves shall consist of consecutive days; however, vacation leaves of two
 weeks or more may consist of separate periods of one (1) week each, if the employee so desires.
- 10. The only exception to the provision of this article will be termination by retirement or death when the employee has worked 1,000 hours or more since his/her anniversary date in the preceding calendar year. The vacation entitlement shall not exceed his/her normal vacation entitlement for the current calendar year under Section 1 of this article.
- 11. An employee who has been employed for one (1) year or more whose service with the Company is terminated for any reason other than by lack of work and who has not received vacation pay for the current calendar year shall receive with their final check, a vacation pay based on the number of months they have worked since the preceding anniversary date less any vacation pay received during the current calendar year at the rate of one-twelfth their annual vacation pay allowance for each full month worked.
- 12. It is the intent and purpose of this vacation plan that all eligible employees shall receive the benefit of a vacation from work. Before any employee is permitted to work instead of taking vacation time off their request must be jointly agreed to by the Union President and Human Resources Manager.

ARTICLE 35 Holidays

Section 1.

All employees on the payroll who do not work on New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, day after Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve, or celebrated for them, shall receive eight (8) hours pay at their regular base hourly rate, provided:

- (1) The employee works one (1) full scheduled shift in the week in which the holiday falls; or is on vacation scheduled during the payroll week in which the holiday falls; or is called or performs jury service; or is a witness in a court of law; or is on Company paid funeral leave; or is on official Union business on each of their scheduled days in such week.
- (2) The employee has worked on the Company payroll at least thirty (30) days prior to the holiday unless they are a recalled employee.
- (3) An employee who is scheduled to work on the holiday and is absent without permission for any reason except sickness, will not receive holiday pay.

Should an employee work on any of the above named holidays, they shall be paid, in addition to holiday pay as outlined above, at the rate of one and one-half (1-1/2) times their regular based hourly rate plus shift differential, if any, or the applicable overtime rate, whichever is higher. It is understood that when time and one-half is paid, or applicable overtime rate, whichever is higher, for work performed for any holiday in addition to straight holiday pay, it is the maximum amount payable for such work and any employee so compensated has no additional claim for the purpose of pyramiding overtime payments. Holidays falling on Sunday will be celebrated on the following Monday. When any two (2) of the above holidays fall on Sunday and Monday, Monday and Tuesday will be recognized as the holidays. An employee who wishes to decline holiday work must submit a request electronically (as well as any withdrawal of such request) four (4) days in advance of the holiday(s) involved, excluding Saturdays, Sundays, and holidays.

In scheduling employees in a classification for holiday work the most senior employee in the classification on shift who have not submitted declines will be scheduled first and then on down the seniority list. If all employees on shift in the classification refuse holiday work, the least senior employee or employees on shift in the classification must accept. The Company agrees to have a Union Representative or Union officer present if a telephone call is necessary.

Swing shift employees will not be considered for Holiday work if the Holiday falls on a day when Swing Shift is not normally scheduled to work. If the Holiday falls on a day that Swing Shift would normally be scheduled to work, then all crews scheduled on that shift are considered together and employees are asked to work by seniority with the most senior being asked first.

Section 2.

Effective January 1, 2012, the 5th of July, President's Day and Good Friday will no longer be observed holidays under this Agreement. Instead, each employee who has completed their first (30) days of employment will be entitled to three (3) floating holidays each calendar year. The holidays will be scheduled under the same procedure and requirements as One-Day-at-a-Time vacation and United Way days. An employee who has not taken one or more of such floating holidays any calendar year will be paid twelve (12) hours of pay, at the employee's regular base rate for each such unused holiday, as soon as practical in the following calendar year.

A newly-hired employee will become eligible for the floating holiday for their first year of employment, based on hire date. New hires shall be entitled to all three (3) floating holidays if hired within the first quarter; two (2) of the floating holidays if hired within the second quarter; and one (1) of the floating holidays if hired within the third quarter. Should an employee hire into the facility in the last quarter of the calendar year they will become eligible for the floating holidays the beginning of the next calendar year.

ARTICLE 36
Group Life Insurance

The Company will provide for a group life insurance program with \$39,000 coverage for active employees effective February 1, 2011, \$40,000 coverage effective February 1, 2012, \$41,000 effective February 1, 2013, \$42,000 effective February 1, 2014; and \$43,000 effective February 1, 2015.

The effective date of coverage for new employees will be two (2) months after the date of employment, provided the employee is then at work. Otherwise coverage will become effective on the day the employee returns to active employment. An employee will qualify for the above amount as of the effective date shown above, provided they are actively employed.

For retirees who retire on, or after February 1, 2006, and all existing retirees, the following schedule will apply: (not for deferred vested retirees).

Under Age 65 \$17,500 65 and over \$10,000

Terms and conditions of the coverage will be contained in a contract between the Company and the insurance company and copies of the insurance policy will be furnished to the employees.

Effective August 1, 1984, additional Voluntary Life Insurance will be made available for purchase by employees through payroll deductions. Terms and conditions of the additional Voluntary Life Insurance coverage will be contained in a master policy between the Company and the Insurance Company, with an outline of the coverage in a separate pamphlet, which will be distributed to each employee.

ARTICLE 37 Hospitalization, Surgery and Dental

The Company will provide a Hospital, Surgical and Extended Medical Insurance Benefits Plan. Effective February 1, 1976, a dental plan is added.

The terms and conditions of the coverage will be contained in a contract between the Company and the Insurance Company. All coverage is subject to coordination of benefits. Each employee will be supplied a booklet listing basic coverage.

ARTICLE 38 Accident and Sickness Benefits

The Company will provide a sickness and accident insurance program for the employee at no cost to the employee for non-occupational accident and sickness.

Terms and conditions of the coverage will be contained in a contract between the Company and the insurance company.

The plant provides the following benefits:

Non-occupational illness and non-occupational accidents

The maximum amount of weekly benefits shall be as follows:

2-1-11 - \$400.00 weekly

Sick benefits are not payable when disability results from an accident or sickness for which benefits are provided under any Workmen's Compensation or occupational disease law or act.

However, if the Workmen's Compensation weekly benefits should not equal the amount that the employee would receive under the insurance program, the difference will be paid by the Company to the employee up to the maximum weekly duration allowed for non-occupational disability periods under this article.

Benefits start with: (a) the first day of disability by an accident; (b) the first day of your confinement in a hospital as a bed patient; the first day of your absence due to undergoing medically necessary outpatient surgery; or (c) the eighth day of disability caused by sickness.

For employees with less than five (5) years of seniority at commencement of disability absence, weekly sickness and accident benefits shall be payable for a maximum of twenty-six (26) weeks for any one sickness or injury.

For employees with five (5) or more years of seniority at commencement of disability absence, weekly sickness and accident benefits shall be payable for a maximum of fifty-two (52) weeks for any one sickness or injury. Employees must apply for any benefit entitlement provided by the Federal Social Security Act in order to continue receiving weekly sickness and accident benefits beyond the first twenty six (26) weeks.

Weekly sickness and accident benefits shall be reduced by the amount of any unreduced primary old-age or employee disability benefits for which the employee is eligible or the amount of any reduced primary old-age benefits, which the employee receives under the Federal Social Security Act. Also, if any employee who is eligible for retirement elects to retire, weekly sickness and accident benefits shall not be payable beyond the date of their retirement.

ARTICLE 39 Pension Plan

Effective December 1, 1963, the parties hereto agree that the Anaconda Company Pension Plan will be adopted by agreement to include employees covered by this contract.

Effective February 1, 2011, the multiplier shall be \$47.00 per month per years of service. Effective February 1, 2012, the multiplier shall be \$48.00 per month per years of service. Effective February 1, 2013, the multiplier shall be \$49.00 per month per years of service. Effective February 1, 2014, the multiplier shall be \$50.00 per month per years of service. Effective February 1, 2015, the multiplier shall be \$51.00 per month per years of service.

Respondent's Exhibit 37-44

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Employees who retire during the life of this Contract will receive the increases, as they become effective. Employees will be vested with five (5) years of service.

Upon the request of the Local Union President, a Company representative, who has pension responsibilities, shall arrange an annual meeting with a representative group from the Local Union and a USW International Representative(s) to review the financial condition of the pension plan.

ARTICLE 40 Other Agreements

No contract or agreement affecting the employees of the aforesaid plant to whom this Agreement applies, other than any mutually agreed to by the United Steelworkers, AFL-CIO-CLC, and the Company, shall be entered into between the Company and any employee or group of employees or their representative or representatives, that will in any way conflict with or supersede this Agreement during its life. All agreements shall be in writing and shall be approved and signed by the International Union, the President of the Local Union, the Plant Manager, and Human Resources Manager, before they are effective.

ARTICLE 41 Wage Rates

PAYGRADES	EFFECTIVE DATES				
	2/1/2011	2/1/2012	2/1/2013	2/1/2014	2/1/2015
2	17.581	17.881	18.181	18.481	18.831
3	17.692	17.992	18.292	18.592	18.942
4	17.803	18.103	18.403	18.703	19.053
5	17.914	18.214	18.514	18.814	19.164
6	18.025	18.325	18.025	18.925	19.2 7 5
7	18.136	18.436	18.736	19.036	19.386
8	18.247	18.547	18.847	19.147	19,497
9	18.358	18.658	18.958	19.258	19.608
10	18.469	18.769	19.069	19.369	19.719
11	18.580	18.880	19.180	19.480	19.830
12	18.691	18.991	19.291	19.591	19.941
13	18.802	19.102	19.402	19.702	20.052
14	18.913	19.213	19.51 3	19.813	20.163
15	19.024	19.324	19.624	19.924	20.274
16	19.135	19.435	19.735	20.035	20.385
17	19.246	19.546	19.846	20.146	20.496
18	19. 3 57	19.657	19.957	20.257	20.607
19	19.468	19.768	20.068	20.368	20.718
20	19.579	19.879	20.179	20.479	20.829
21	19,690	19.990	20.290	20.590	20.940
22	19.801	20.101	20.401	20.701	21.051
23	19.912	20.212	20.512	20.812	21.162
24	20.023	20.323	20.623	20.923	21. 273

25	20.134	20.434	20.734	21.034	21.384
26	20.245	20.545	20.845	21.145	21.495
27	20.356	20.656	20.956	21.256	21.606
28	20.467	20.767	21.067	21.367	21.717
29	20.578	20.878	21.178	21.478	21,828
30	20.689	20.989	21.289	21.589	21.939
31	20.800	21,100	21.400	21.700	22.050
32	20.911	21,211	21.511	21.811	22.161

Rate of pay for New Hires into the production, lubrication and stores/recv/utility classifications on or after February 1, 2011, shall be a pay rate of 70% of the negotiated base wage rate of the job to which the employee is assigned or bid.

- a. Upon completion of one (1) year of employment such employee shall receive an increase to 85% of the negotiated base wage rate of the job to which they are assigned or bid.
- b. Upon completion of two (2) years of employment, such employee shall receive an increase to 100% of the negotiated base wage rate of the job to which they are assigned or bid.

Temporary employees, defined as vacation replacements, will not be hired while regular employees are on lay-off.

Temporary employees will be hired at seventy percent (70%) of the prevailing base wage rate of the job to which they are assigned, plus the applicable shift differential and schedule premium.

Temporary employees shall be excluded from all other negotiated benefits in this Agreement.

The Company will determine the length of their employment not to exceed one hundred and twenty (120) consecutive days.

Temporary employees shall not accumulate seniority and shall be assigned by the Company.

ARTICLE 42 Fire Brigade

If an employee is injured while performing duties as a member of the fire brigade, either in training or actually fighting a fire in the Mill, the Company will pay the difference between whatever insurance benefits the employee is entitled to and their regular earnings during the period of disability. Regular earnings are meant to be the amount of wages an employee would be paid for forty (40) hours times their normal rate of pay. The period of disability is subject to verification of the Company Physician and shall be deemed terminated at such time as the Company Physician rules the employee is capable of returning to their regular duties. Benefits under this policy will begin at the time of the

injury to ensure that the employee suffers no loss of regular earnings and not exceed a

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The Fire Chief will maintain a record of overtime worked by Fire Brigade members maintaining fire brigade equipment and facilities. The list will be available upon request.

ARTICLE 43 Employee Trainer / Training and Development Program

Section 1. Systematic and on-going employee training and development is a critical part of the operation of the Terre Haute facility.

in order to facilitate training activities, the following will occur:

- Management will review the plan with the Union periodically at the monthly E-Board/Managers meeting.
- When employees are placed in training assignments, those assignments may include, but are not limited to, the following activities:
 - Developing training materials and manuals;
 - Classroom training;
 - OJT:

maximum of fifty-two (52) weeks.

Task Analysis.

Each employee is expected to actively participate in this training assignment and develop themselves to their fullest potential.

Section 2. It is hereby agreed that an employee who is functioning as a Trainer will not be considered as working in a temporary non-bargaining unit position. As such, they will be treated as any other employee in their classification for on shift overtime. When assigned to another shift on a weekly basis, they will assume high equalization hours.

ARTICLE 44 Employment Security

Sustainable employment security depends upon our ability to produce and sell quality products at a profit. Ultimately, our performance to our customers will define the extent of employment security for all of us. It is our intention, through this agreement, to maintain a stable employment level through normal business fluctuations and improvements in productivity, which results from cooperative efforts of the employees. In order to accomplish our mission, the efforts of each employee, Union as well as the Management Team, are essential as well as a commitment by all to employment security and the profitability of our facility.

To ensure the commitment is a healthy one for our facility, it is recognized that flexibility is required in the assignment of employees during times of high volume and

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surplus manning. This flexibility is key to a long-term profitable commitment of secure employment.

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Also, we recognize that nothing is absolute and for certain circumstances the secured employment agreement shall not apply. These circumstances include sale or cessation of business, strikes or lock-outs, catastrophic equipment or utility failure which require the equipment to cease operation for more than fourteen (14) days, environmental disasters and major and sustained loss of substantial business volume.

Application:

For the duration of this agreement, the Company will provide work at the agreed wage rates. The job security agreement shall extend to those bargaining unit members represented by the USW Local 103-A, who are on the active seniority roster as of the effective date of this labor agreement.

Future application of this agreement shall be restricted to recalled employees who complete eighteen (18) months continuous service and newly hired employees, who successfully complete all requirements of their probationary periods, as well as the eighteen (18) months of continuous service.

Administration:

This employment security agreement shall be administered by a local committee consisting of the Plant Manager, the Human Resources Manager, one other Company official, the Union President, the Union Vice-President, and one other Union Representative. The role of the committee shall be as follows:

- (a) To review current employment levels and the impact of attrition, plant loading and future job openings.
- (b) Monitor the placement of all bank employees.
- (c) Review any complaints as to the application of this agreement.
- (d) Jointly develop proposals to improve operational effectiveness, and to attract/ retain customers and additional business, thus providing increased facility productivity and security.

Determination of Bank employees:

A bank of employees may be formed who are temporarily surplus to production needs as the result of a qualifying event. Should a qualifying event occur, such as but not limited to, the introduction of new technology, productivity improvement, consolidation of operations, the effected employee(s) shall be placed in the bank. The parties recognize that flexibility is required with regard to assignments of bank employees.

Bank employees may:

- be placed in a training program;
- 2) train other employees on a particular job skill;
- may replace another employee who would then participate in a training program;
- be placed on a defined problem solving effort which may include product or process development, operational and maintenance improvements or customer relations efforts;
- 5) plant image improvements:
- 6) do other projects as requested by the Committee.

Any employee, with the approval of management, may decline bank assignment and forfeit their right to pay for that period.

An employee will lose their rights to this agreement for the following:

- Discharge
- Disciplinary Suspension (for the period of suspension)
- Voluntary terminations or for any other reason whereby the employee ceases to be an active employee
- Retirement
- Death
- Refusing reassignment as a member of the bank.

Those covered employees will be given an opportunity to work forty (40) hours per week during this agreement, less vacations, holidays and other time off work.

ARTICLE 45 Variable Workforce

For the term of this agreement, the Union and Company will support the use of a variable work force. The purpose of this arrangement will be to provide resources for short-term, defined needs by utilizing the recall list and retired employees. These individuals shall provide short-term resources for non-crew areas.

Short-term resources may be acquired using the following steps:

- Offered to employees on the recall roster in order of seniority. Refusal of short-term work will not be deemed as termination of recall rights.
- 2) Offered to interested retired employees.

Persons utilized in this manner shall be assigned to the plant utility pool classification, except craft positions, with normal upgrade language applying. During the

period of work, the person shall have rights to the benefit programs for the duration of the assignment. The person shall not have the opportunity to exercise bidding rights.

The Company will inform the Union when a need for a variable employee(s) is required and the estimated duration of time.

If the duration of the assignment is for 120 consecutive days, they will receive insurance benefits after assignment is completed equal to the number of months they are used. For partial months of employment, one (1) week worked in a month will equal a month of insurance benefits.

Laid off employees accepting variable workforce assignments of less than 120 consecutive days will accrue service time. Recall to this duration time will not affect the five (5) year recall rights. This will still be calculated from the original date of permanent lay-off.

The Company will attempt to fill short term needs as described in this Agreement by (1) persons on recall by seniority, or (2) retirees. If no one from these two (2) groups accepts the assignment, then the senior employee on the active recall list will be offered recall in accordance with Article 12.

In order to be eligible for temporary recall under the terms of this Agreement, employees on recall and retiree lists must be physically capable and immediately qualified to perform the tasks associated with the job assignment.

ARTICLE 46 Terms of Agreement

Section 1. This Agreement shall be in full force and effect from February 1, 2011 to 4:00 p.m., February 1, 2016. This Agreement shall continue from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) days prior to any expiration date of this Agreement of its intention to modify or terminate this Agreement.

When a wage increase falls due on Tuesday or Wednesday, it shall become effective the previous Monday; if it falls on Thursday or later, it shall become effective the following Monday.

Section 2. Any notice to be served under this provision on the Company by the Union shall be addressed to Novelis Corporation, 5901 North 13th Street, Terre Haute, Indiana, 47805, and shall be sent by certified mail. The date of the beginning of notice shall be the date stamped by the postal authorities, Terre Haute, Indiana, on the envelope containing the notice.

Signature Page

IN WITNESS WHEREOF, the Union and the Company, by their duly authorized representatives have signed this Agreement effective as of February, 2011.

Company Name:

	/ELIS CORPORATION IRE HAUTE, INDIANA	United Steelworkers AFL-CIO-CLC on behalf of Local 103-A:
Bv:	والمستعدد والمرابط والمرابط والمرابط والمستعد والمرابط والمستعد والمرابط والمستعدد والمرابط و	t mars, as time and the state is a secretar which were a mars making as is the homeomorphism of the last track of the la
wa - gratia	Frank W. Buck	Leo W. Gerard, International President
By:		
щy,	Todd A. Gertz	Stanley W. Johnson, Int'l. SecTreasurer
By:		
_,.	Scott W. Kermode	Thomas Conway, Int'l Vice President
Ву:		
_,.	Kim J. Marlow	Fred Redmond, Int'l Vice President
By:		
_ ,	Julie N. Rodgers	James Robinson, District 7 Director
By:		
	Thad M. Starkey	Wayne A. Dale, Sub-District 3 Director
		Sandy Warner, Staff Representative
USW	/ LOCAL UNION 103-A:	
	James M. Sharp, President	James E. King, Vice President
Ť	Fodd E. Jones, Financial Secretary	Harold E. Huckaba, Trustee
-	John J. Trueblood, Committeeman	
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APPENDIX I

A. For purposes of this Agreement:

"Consumer Price Index" refers to the "Consumer Price Index for Urban Wage Earners and Clerical Workers - United States - All Items (1967 = 100)." Published by the Bureau of Labor Statistics, U.S. Department of Labor.

"Consumer Price Index Base" refers to the Consumer Price Index for the month of December, 1985, (being that Consumer Price Index, which customarily would be published by the Bureau in mid-January 1986)

There will be no adjustment dates during this agreement.

"Change in Consumer Price Index" is defined as the difference between (i) the Consumer Price Index Base and (ii) the Consumer Price Index for the second calendar month next preceding the month in which the applicable Adjustment Date falls.

"Cost-of-Living Adjustment" is calculated as below and will be payable for the three (3) month period commencing with the Adjustment Date.

- B. Cost-of-Living Adjustment: Effective on each Adjustment Date, a Cost-of-Living Adjustment equal to one (1) cent per hour for each full .5 of a point change in the Consumer Price Index shall become payable for all hours worked by an hourly rated employee until the next Adjustment Date.
- C. Continuance of the Cost-of-Living Adjust-met is dependent upon the availability of the monthly Consumer Price Index in its present form and calculated with the same weighing of individual components and on the same basis as the last Index published prior to February 1, 1981. Should the Consumer Price Index be revised from its present form or method of calculation, or discontinued, the parties shall attempt to adjust this Section, or, if agreement is not reached, the parties shall request the Bureau of Labor Statistics to provide an appropriate conversion or adjustment, which shall be applicable as of the appropriate Adjust-met Date and thereafter.
- D. If the Consumer Price Index falls below the applicable Consumer Price Index Base, there shall be no Cost-of-Living Adjustment.

APPENDIX II

C.O.L.A. Carry Over Adjustment

 Cost-of-Living Roll-in: Effective on each Adjustment Date the quarterly Costof-Living Adjustment will be included in the employees Standard Hourly Wage Scales, commencing on the respective adjustment dates and continuing thereafter. However, such adjustment shall not duplicate the amount, if any,

- of any prior adjustment which shall have been included in the Standard Hourly Wage Scales.
- 2. Effective on each Adjustment Date, the appropriate Cost-of-Living Adjustment will be included in Standard Hourly Wage Scales.

APPENDIX III

General Provisions

This Agreement is exclusive for its entire term and is not subject to further negotiations and is to cover all collective bargaining relations between the parties for its entire term. Nothing in this paragraph shall be construed as annulling any part of this Agreement.

AGREEMENT CREW CONCEPT

The Company and the Union agree that the Terre Haute plant will operate using crew concept and self-managing work groups. All existing and future areas of the plant will be operated in this manner.

Future expansions of these concepts will be jointly developed for proper implementation. The crew concept includes, but is not limited to the following:

- (1) No set classifications.
- (2) Responsibility for production, quality and safety.
- (3) Receiving minimal supervision.
- (4) Scheduling.
- (5) Problem solving.
- (6) Perform support jobs.
- (7) Crew leader.

Each member of the crew will be trained and will perform all of the duties associated with the efficient operation of its given area of responsibility.

This is meant to include support jobs such as, but not limited to, coolant systems, core cutting, slitter head set-up, sampling, prepping metal and material handling. The crew will receive a minimum amount of supervision. The crew will be responsible for scheduling workflow in conjunction with the Lanats system. The crew will make decisions and recommendations to make the operation of its area safe and efficient. The crew will be responsible to perform whatever tasks are necessary in order to achieve the highest possible standards of production and quality.

Crew Leader:

The crew leader will be responsible for certain administrative duties in addition to their regular operational duties. These duties would include, but are not limited to:

- (1) Communication to the crew, management, maintenance, and other crews.
- (2) Covering vacancies.
- (3) Training.
- (4) Job assignments.
- (5) Pre-P.M. inspection and paperwork.
- (6) Scheduling.
- (7) Administrative paperwork.

The original crew leader will be selected by the members of the crew. The position of crew leader will be rotated among the crew.

Pay:

The Crew Leader in production areas will receive a premium of one dollar and fifty cents (\$1.50) over paygrade.

AGREEMENT Shift Schedules

For the term of this agreement, the Company and Union will mutually support experiments in any area of the plant to explore alternative non-rotating shift schedules.

All experimentation shall be mutually agreed to by both parties by letter of agreement prior to implementation.

Any improvements or expansions deemed mutually acceptable to both parties may be instituted by a letter of agreement.

Such letter of agreement may be terminated by either party upon thirty (30) days' notice in writing to the other party.

LETTER OF INTENT Variable Compensation Program

The Company and the Union agree to establish a variable compensation program at the Terre Haute location by January 1, 1997, with a target implementation date of the second quarter of 1996.

The variable compensation plan will have, at a minimum, the following elements:

1. Plan objectives, and the associated levels of payout, will be set by the Company based on the Terre Haute plant objectives.

- 2. A joint Union and Company committee will be formed to communicate program objectives and results, and to verify whether objectives are met.
- 3. Either party may cancel the program at any time upon 60 days notice to the other.
- 4. Payments under the plan may be made to 401K plans to the extent permitted by law.
- Payments to individual employees will be based on contribution; employees absent from the plant for any reason will receive a pro rata share of plan payout.

Exceptions include approved union business, excluding long term assignments and family medical leave entitlements, up to statutory requirements.

Memorandum of Understanding Carpenter / Painter

The Company and Union agree to establish a joint union and management committee to develop and implement required programs for the following two items:

- 1. Develop the requisite basic fundamental skills required for the Carpenter / Painter position.
- Develop an OJT training document to be utilized for tracking and administering craft training requirement.

AGREEMENT Crew Concept Expansion Statement

For the term of this agreement, the Company and Union agree to mutually support experiments in new and innovative methods of working together to ensure a continued pursuit of world class manufacturing excellence and market competitiveness for the future security of the Terre Haute plant.

All experimentation must be agreed to by both parties prior to implementation and it is mutually agreed that either party may terminate the experiment at any time.

Any improvements deemed mutually acceptable to both parties may be permanently instituted via letter of agreement.

AGREEMENT

New Production Process Investment Language

New Production Process Investment Language:

The Company and the Union recognize the positive impact that a major capital investment of a new production process would have on the future of the Terre Haute facility. We further recognize the importance of maximizing the efficiency of such an investment. To facilitate that pursuit of efficiency it is agreed to build on the success of the crew concept philosophy by expanding it in this new area to include innovative scheduling and work assignments such as:

- A pay for knowledge approach for multi-craft maintenance.
- A pay for knowledge approach for production employees (to provide a combination of Melt Shop and Cast resources).
- Production employees performing minor maintenance.
- Flexibility in scheduling for best utilization of equipment and people.
- Extended bidding restrictions to reduce loss of trained employees.

Any improvements deemed mutually acceptable to both parties may be permanently instituted via letter of agreement.

These pursuits are agreed to in principle and good faith. A joint Company and Union committee will develop the details for an effective implementation of these changes.

AGREEMENT

Trainer / Start-Up Classification

Section 1. Definition

- 1. It is agreed by the Company and the Union that the Trainer / Start-Up position will only apply to new equipment start-ups which require training program development.
- 2. This article will apply to both Production and Maintenance Trainer / Start-Up employees.
- All normal training requirements will be covered by existing language in the Agreement.

Section 2. Selection

- When a Trainer / Start-Up position(s) is required a description of the position requirements will be established and used in the solicitation and selection process. These requirements will include, but not be limited to job responsibilities, accountabilities, desire and related job knowledge.
- 2. On equipment requiring the Trainer / Start-Up position, Trainer / Start-Up positions will be bid first. This bid is restricted to employees who are similarly classified as the new equipment operator. The definition of similarly classified will be determined jointly by Union and Management per occurrence. Interested employees who meet the Trainer / Start-Up position requirements will be selected by seniority for the job. In production, the remaining crew positions will be bid. The successful bidders will be selicited by seniority to fill any Trainer / Start-Up position not filled by the above. If no one is selected by the above process, management will determine how to fill the position.
- 3. To support the startup of new process equipment the following language shall be waived, bids from crews and craft areas will be limited to a maximum of one (1) bid per classification in any one ninety (90) day period. (Article 10, section 1, paragraph 3b)
- 4. This is in no way will result in a salaried employee or a new hire permanently replacing a bargaining unit employee.
- Those awarded production Trainer / Start-up positions automatically become part of the crew.

Section 3. Shift Schedules

It is understood that employees working in the Trainer / Start-Up position(s)
may be required to work shifts and hours in conjunction with new equipment
installations and start-up schedules.

Section 4. Overtime

- Trainer / Start-Up employees will only be eligible for overtime in the Trainer / Start-Up classification except for emergency situations or under the overtime substitute provisions.
- Overtime hours will be charged consistent with provisions of Article 16.
- 3. When the employee has completed the production or maintenance Trainer / Start-up assignment and returns to their normal or new classifications, they will be assigned the highest equalization hours for that shift.

Section 5. Duration

- 1. Employees accepting the position of Trainer / Start-Up will not be eligible to bid out of their normal classification until one (1) year after the start-up is completed.
- Start-Up is defined, as when the full complement of qualified employees are available to crew the new piece of equipment on the planned shift schedule.
- Crew members bidding or assigned (per Article 10) to new equipment will not
 be eligible to bid for a period of 15 (fifteen) months following qualification

Section 6. Trainer / Start-Up Position Pay

- 1. The employee will be paid their regularly scheduled paid hours at the crew rate plus \$1.00 per hour (if moved from 21-turn schedule to normal schedule) or,
- 2. Paid the number of hours actually worked at the crew rate, plus \$1.00 per hour or,
- Whichever of 1 or 2 is greater.

Re: Letter of Understanding on Lawn Care and Janitorial Work

Dear Mr. Tipton,

This letter is to confirm the understanding that was reached during negotiations for the 2001 – 2006 collective bargaining agreement concerning the transition of lawn care and janitorial work to an outside contractor. In particular, the Company has explained that each of its employees must contribute to the added value of its product in order to overcome the increased cost of the new contract and to compete in a far more difficult marketplace:

In recognition of these facts, the Company shall have the right to assign janitorial work to outside contractors effective February 1, 2002. The Janitor Classification will remain in the bargaining unit until that date, at which time the Company may assign the janitorial work to outside contractors. After February, 1, 2002, the bargaining unit will not be assigned to perform janitorial work. This change will not result in a layoff of any employees.

The Company shall also have the right to assign lawn care and grass cutting to contractors following ratification. This change will not result in the reclassification or displacement of any employee. Following the implementation of this change, bargaining unit employees will not be assigned to perform lawn care work.

If you agree that this letter accurately confirms our understanding on this subject, please sign a copy of it in the space provided below.

Sincerely,

Terry Henry

Accepted and Agreed

James D. Tipton

Memorandum of Understanding

Multi-Craft Maintenance

By mutual agreement of the Company and the Union, a multi-craft maintenance classification may be implemented, with timing, pay, qualifications, implementation, and other details to be agreed to by the parties.

Memorandum of Understanding

Company Sponsored Schooling, Training or Ci (On or off Plant Site)

For Company sponsored schooling, training, or continuous improvement projects such as Fire Brigade, Safety, BBS, Kaizen's or other work-related training/projects, an employee shall receive pay based on their normally scheduled shift for the week.

Overtime will not be allowed on days an employee is attending the above mentioned schooling or training, unless deemed an emergency by management; however, those employees shall be allowed to substitute as long as it does not interfere with the schooling or training. Those employees working a straight shift operation that week will be eligible for weekend work.

Employees maybe temporarily transferred to a shift other than their normal shift to accommodate schooling/ training or continuous improvement projects/initiatives, such as Kaizen's, etc.

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